

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING		PAGE OF PAGES	
2. CONTRACT (Proc. Inst. Ident.) NO. EP-W-09-031		3. EFFECTIVE DATE 9/23/2009		4. REQUISITION/PURCHASE REQUEST PROJECT NO. PR-HQ-08-13330			
5. ISSUED BY CODE				6. ADMINISTERED BY (if other than Item 5) CODE			
Environmental Protection Agency Emergency Response Service Center (3805R) 1200 Pennsylvania Avenue, N.W. Washington, DC 20460							
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) LOCKHEED MARTIN SERVICES, INC. 2339 ROUTE 70 WEST FLOOR 3W Cherry Hill, NJ 08002				8. DELIVERY [] FOB ORIGIN [X] OTHER (See below) Destination			
				9. DISCOUNT FOR PROMPT PAYMENT NA			
CODE		FACILITY CODE		10. SUBMIT INVOICES (4 copies unless otherwise specified) To THE ADDRESS SHOWN IN:		ITEM 12	
11. SHIP TO MARK FOR CODE				12. PAYMENT WILL BE MADE BY CODE			
If applicable, see Section B of the schedule.		U.S. Environmental Protection Agency RTP-Finance Center (D143-02) 109 T.W. Alexander Drive Durham, NC 27711					
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c) [] 41 U.S.C. 253(c) []				14. ACCOUNTING AND APPROPRIATION DATA See Accounting and Appropriation data in Section B			
15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT		
15G. TOTAL AMOUNT OF CONTRACT						\$33,655,174.00	
16. TABLE OF CONTENTS							
SEC.	DESCRIPTION	PAGE(S)	SEC.	DESCRIPTION	PAGE(S)		
PART I - THE SCHEDULE			PART II - CONTRACT CLAUSES				
A	SOLICITATION/CONTRACT FORM		I	CONTRACT CLAUSES			
B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS. EXHIBITS AND OTHER ATTACH.				
C	DESCRIPTION/SPECS./WORK STATEMENT		J	LIST OF ATTACHMENTS			
D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS				
E	INSPECTION AND ACCEPTANCE		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS			
F	DELIVERIES OR PERFORMANCE		L	INSTRS., CONDS., AND NOTICES TO OFFERORS			
G	CONTRACT ADMINISTRATION DATA		M	EVALUATION FACTORS FOR AWARD			
H	SPECIAL CONTRACT REQUIREMENTS						
CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17. [] CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required) to sign this document and return _____ copies to issuing office). Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following document: (a) this award/contract. (b) solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. [X] AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number PR-HQ-08-13330 , including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME OF CONTRACTING OFFICER CLAUDIA M. ARMSTRONG			
19B. NAME OF CONTRACTOR		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA		20C. DATE SIGNED	
BY _____ (Signature of person authorized to sign)				BY _____ (Signature of Contracting Officer)			

NSN 7540-01-152-8069
PREVIOUS EDITION UNUSABLE

26-107

STANDARD FORM 26 (REV 4-85)
Prescribed by GSA
FAR (48 CFR) 53.214(a)

TABLE OF CONTENTS

AWARD/CONTRACT.....	Page 1
PART I - THE SCHEDULE.....	Page B-1
SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS.....	Page B-1
B.1 LEVEL OF EFFORT--COST REIMBURSEMENT TERM CONTRACT (EPAAR 1552.211-73) (APR 1984) DEVIATION.....	Page B-1
B.2 WORK ASSIGNMENTS.....	Page B-2
B.3 EMERGENCY RESPONSE SERVICE REQUESTS.....	Page B-3
B.4 ESTIMATED COST AND FIXED FEE (EP 52.216-190) (APR 1984)...	Page B-3
B.5 OTHER DIRECT COSTS.....	Page B-4
B.6 LIMITATION OF FUNDS NOTICE (EP 52.232-100) (APR 1984).....	Page B-6
SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT.....	Page C-1
C.1 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA) CONTRACTS (EP 52.000-000) (NOV 1994) DEVIATION.....	Page C-1
C.2 STATEMENT OF WORK--CONTRACT WHERE WORK IS ORDERED BY WORK ASSIGNMENTS OR DELIVERY ORDERS (EP 52.210-110) (APR 1984)...	Page C-2
C.3 INCORPORATION OF CONTRACTOR'S TECHNICAL PROPOSAL (EP 52.210-120) (APR 1984).....	Page C-2
C.4 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (EPAAR 1552.211-79) (APR 2006) DEVIATION.....	Page C-2
C.5 ACQUISITION AND USE OF ENVIRONMENTALLY PREFERABLE PRODUCTS AND SERVICES (EP-S 97-1) (MAY 1999).....	Page C-4
SECTION D - PACKAGING AND MARKING.....	Page D-1
[For this Contract, there are NO clauses in this Section].....	Page D-1
SECTION E - INSPECTION AND ACCEPTANCE.....	Page E-1
E.1 NOTICE Listing Contract Clauses Incorporated by Reference.....	Page E-1
E.2 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (GOVERNMENT SPECIFICATION) (FAR 52.246-11) (FEB 1999).....	Page E-1
E.3 INSPECTION AND ACCEPTANCE (EP 52.246-100) (APR 1984).....	Page E-4
SECTION F - DELIVERIES OR PERFORMANCE.....	Page F-1
F.1 NOTICE Listing Contract Clauses Incorporated by Reference.....	Page F-1
F.2 REPORTS OF WORK (EPAAR 1552.211-70) (OCT 2000) DEVIATION..	Page F-1
F.3 MONTHLY PROGRESS REPORT (EPAAR 1552.211-72) (JUN 1996) DEVIATION.....	Page F-1
F.4 WORKING FILES (EPAAR 1552.211-75) (APR 1984).....	Page F-3
F.5 MANAGEMENT CONSULTING SERVICES (EPAAR 1552.211-78) (APR 1985) DEVIATION.....	Page F-3
F.6 PERIOD OF PERFORMANCE (EP 52.212-140) (APR 1984).....	Page F-4
SECTION G - CONTRACT ADMINISTRATION DATA.....	Page G-1
G.1 NOTICE Listing Contract Clauses Incorporated by Reference.....	Page G-1
G.2 PAYMENT OF FEE (EPAAR 1552.216-74) (MAY 1991).....	Page G-1

G.3	SUBCONTRACTING REPORTS--SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERNS (EP 52.219-120) (OCT 1991).....	Page G-1
G.4	SUBMISSION OF INVOICES (EPAAR 1552.232-70) (JUN 1996) DEVIATION.....	Page G-2
G.5	METHOD OF PAYMENT.....	Page G-3
G.6	INDIRECT COSTS (EPAAR 1552.242-70) (APR 1984) DEVIATION...	Page G-4
G.7	CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-100) (AUG 1984).....	Page G-7
G.8	ANNUAL ALLOCATION OF NON-SITE COSTS (EP 52.242-310) (OCT 1991).....	Page G-7
G.9	SUBCONTRACT CONSENT (EP 52.244-100) (APR 1984).....	Page G-10
G.10	DECONTAMINATION OF GOVERNMENT PROPERTY.....	Page G-11
G.11	GOVERNMENT-FURNISHED DATA (EPAAR 1552.245-71) (APR 1984)...	Page G-11
G.12	GOVERNMENT PROPERTY (EPAAR 1552.245-73) (JUL 2004) DEVIATION...	Page G-11
G.13	DESIGNATION OF PROPERTY ADMINISTRATOR (EP 52.245-140) (SEP 1994).....	Page G-18
G.14	CONTRACTORS REPLACEMENT OF GENERAL HARDWARE AND COMPUTERS..	Page G-18
G.15	CONTRACTOR FURNISHED COMPUTERS.....	Page G-19
G.16	CONTRACTORS REPLACEMENT OF GENERAL HARDWARE AND COMPUTERS..	Page G-19
SECTION H - SPECIAL CONTRACT REQUIREMENTS.....Page H-1		
H.1	DISPLAY OF EPA OFFICE OF INSPECTOR GENERAL HOTLINE POSTER (EPAAR 1552.203-71) (AUG 2000) DEVIATION.....	Page H-1
H.2	PRINTING (EPAAR 1552.208-70) (DEC 2005).....	Page H-1
H.3	DISCOUNT AIR PASSENGER TRANSPORTATION RATES.....	Page H-3
H.4	DISCOUNT HOTEL/MOTEL LODGING RATES	Page H-3
H.5	ON-SITE FACILITIES.....	Page H-4
H.6	ORGANIZATIONAL CONFLICTS OF INTEREST (EPAAR 1552.209-71) (MAY 1994) DEVIATION.....	Page H-4
H.7	NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL (EPAAR 1552.209-73) (MAY 1994).....	Page H-5
H.8	AWARD TERM INCENTIVE.....	Page H-6
H.9	AWARD TERM INCENTIVE PLAN.....	Page H-7
H.10	AWARD TERM AVAILABILITY OF FUNDS.....	Page H-10
H.11	TRANSBOUNDARY EFFORTS.....	Page H-10
H.12	INTERNATIONAL INSURANCE.....	Page H-10
H.13	COMPLIANCE WITH INTERNATIONAL LAWS AND REGULATIONS.....	Page H-10
H.14	TESTIMONY.....	Page H-11
H.15	CLEAN TECHNOLOGIES.....	Page H-11
H.16	LIMITATION OF FUTURE CONTRACTING (HEADQUARTERS SUPPORT)..	Page H-11
H.17	CONTRACTOR PERFORMANCE EVALUATIONS (EPAAR 1552.209-76) (OCT 2002) DEVIATION.....	Page H-12
H.18	ANNUAL CERTIFICATION (EPAAR 1552.210-80) (MAY 1994) DEVIATION...	Page H-15
H.19	BASE PERIOD BASE AND OPTION QUANTITIES	Page H-15
H.20	AWARD TERM EXTENSION OF THE CONTRACT.....	Page H-16
H.21	AWARD TERM FOR INCREASED QUANTITY - COST TYPE CONTRACT...	Page H-17
H.22	PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT (EPAAR 1552.227-76) (MAY 1994) DEVIATION.....	Page H-18

H.23	INSURANCE LIABILITY TO THIRD PERSONS (EPAAR 1552.228-70) (OCT 2000).....	Page H-19
H.24	INSURANCE COVERAGE (EP 52.228-100) (JUL 1993).....	Page H-19
H.25	STATE AND LOCAL TAXES.....	Page H-19
H.26	SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY (EPAAR 1552.235-70) (APR 1984) DEVIATION.....	Page H-19
H.27	TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-71) (APR 1984) DEVIATION.....	Page H-21
H.28	TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (TSCA) (EPAAR 1552.235-76) (APR 1996).....	Page H-21
H.29	DATA SECURITY FOR FEDERAL INSECTICIDE, FUNGICIDE, AND RODENTICIDE ACT CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-77) (DEC 1997) DEVIATION.....	Page H-22
H.30	RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-79) (APR 1996) DEVIATION.....	Page H-23
H.31	ACCESS TO CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-80) (OCT 2000) DEVIATION.....	Page H-25
H.32	TECHNICAL DIRECTION (EPAAR 1552.237-71) (APR 1984) DEVIATION..	Page H-25
H.33	KEY PERSONNEL (EPAAR 1552.237-72) (APR 1984).....	Page H-26
H.34	PAPERWORK REDUCTION ACT (EPAAR 1552.237-75) (APR 1984) DEVIATION.....	Page H-27
H.35	GOVERNMENT - CONTRACTOR RELATIONS (JUN 99) (EPAAR 1552.237-76) (JUN 1999).....	Page H-27
H.36	REHABILITATION ACT NOTICE (EPAAR 1552.239-70) (OCT 2000).....	Page H-29
H.37	ACCESS TO EPA COMPUTERS (EP 52.239-101) (FEB 1986).....	Page H-30
H.38	FABRICATION OR ACQUISITION OF NONEXPENDABLE PROPERTY (EPAAR 1552.245-72) (APR 1984) DEVIATION.....	Page H-30
H.39	PUBLIC COMMUNICATION.....	Page H-30
H.40	SECURITY REQUIREMENTS FOR CONTRACTORS PERFORMING SERVICES ON-SITE FOR ENVIRONMENTAL PROTECTION AGENCY.....	Page H-30
H.41	EPAAR 1552.219-73 SMALL DISADVANTAGE BUSINESS TARGETS (LOCAL CPOD 19-04) (MAR 2005) DEVIATION.....	Page H-31
H.42	ID PASSES (LOCAL LC-01-01) (DEC 2001).....	Page H-32
H.43	INCORPORATION OF CONTRACTOR'S PLANS.....	Page H-32
H.44	WORKERS' COMPENSATION, EMPLOYER'S LIABILITY, GENERAL LIABILITY, AND AUTOMOBILE LIABILITY (LOCAL LC-28-07) (DEC 2001).....	Page H-33
H.45	APPROVAL OF CONTRACTOR TRAVEL (LOCAL LC-31-08) (DEC 2001)..	Page H-33
H.46	APPROVAL OF TRAINING (LOCAL LC-31-09) (DEC 2001).....	Page H-34
H.47	AUTHORIZED REPRESENTATIVES OF THE PROJECT OFFICER (LOCAL LC-42-20) (DEC 2001).....	Page H-35
H.48	GOVERNMENT HOLIDAYS (LOCAL LRT-04-02) (DEC 2001) DEVIATION.	Page H-36
H.49	SPECIAL REPORTING REQUIREMENT: REGULATORY ASSISTANCE (LOCAL LRT-04-03) (DEC 2001).....	Page H-36
H.50	RELOCATION EXPENSES.....	Page H-36
H.51	TRAVEL REQUIREMENTS.....	Page H-37
PART II	- CONTRACT CLAUSES.....	Page I-1
SECTION I	- CONTRACT CLAUSES.....	Page I-1

I.1	NOTICE Listing Contract Clauses Incorporated by Reference.	Page I-1
I.2	COVENANT AGAINST CONTINGENT FEES (FAR 52.203-5) (APR 1984).	Page I-3
I.3	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (FAR 52.203-6) (SEP 2006) DEVIATION.....	Page I-3
I.4	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (FAR 52.204-9) (SEP 2007) DEVIATION.....	Page I-4
I.5	WAIVER OF FACILITIES CAPITAL COST OF MONEY (FAR 52.215-17) (OCT 1997).....	Page I-4
I.6	NOTIFICATION OF OWNERSHIP CHANGES (FAR 52.215-19) (OCT 1997) ..	Page I-4
I.7	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (FAR 52.215-21) (OCT 1997).....	Page I-5
I.8	OPTION TO EXTEND SERVICES (FAR 52.217-8) (NOV 1999).....	Page I-6
I.9	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (FAR 52.219-4) (JUL 2005) DEVIATION.....	Page I-6
I.10	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (FAR 52.219-16) (JAN 1999) DEVIATION.....	Page I-7
I.11	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM -- DISADVANTAGED STATUS AND REPORTING (FAR 52.219-25) (APR 2008).	Page I-8
I.12	PAYMENT FOR OVERTIME PREMIUMS (FAR 52.222-2) (JUL 1990)...	Page I-9
I.13	PROHIBITION OF SEGREGATED FACILITIES (FAR 52.222-21) (FEB 1999) DEVIATION.....	Page I-10
I.14	EQUAL OPPORTUNITY (MAR 2007) (FAR 52.222-26) (MAR 2007) DEVIATION.....	Page I-10
I.15	NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004) (FAR 52.222-39) (DEC 2004) DEVIATION..	Page I-12
I.16	STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (FAR 52.222-42) (MAY 1989).....	Page I-14
I.17	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (FAR 52.223-5) (AUG 2003) DEVIATION.....	Page I-15
I.18	ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS (FAR 52.223-9) (MAY 2008).....	Page I-16
I.19	TOXIC CHEMICAL RELEASE REPORTING (FAR 52.223-14) (AUG 2003)...	Page I-16
I.20	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FAR 52.225-13) (JUN 2008) DEVIATION.....	Page I-18
I.21	RESTRICTIONS ON SUBCONTRACTING OUTSIDE DISASTER OR EMERGENCY AREA (FAR 52.226-5) (NOV 2007) DEVIATION.....	Page I-18
I.22	AUTHORIZATION AND CONSENT (FAR 52.227-1) (DEC 2007) ALTERNATE II (APR 1984).....	Page I-19
I.23	SUBCONTRACTS (JUNE 2007) (FAR 52.244-2) (JUN 2007).....	Page I-19
I.24	COMPETITION IN SUBCONTRACTING (FAR 52.244-5) (DEC 1996) DEVIATION.....	Page I-21
I.25	SUBCONTRACTS FOR COMMERCIAL ITEMS (FAR 52.244-6) (MAR 2007) DEVIATION.....	Page I-22
I.26	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS)	Page I-23
I.27	GOVERNMENT PROPERTY "AS IS".....	Page I-28
I.28	SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT (FEB 2006) (FAR	

52.247-67) (FEB 2006).....	Page I-29
I.29 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)...	Page I-29
I.30 AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)	
DEVIATION.....	Page I-29
PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS.....	Page J-1
SECTION J - LIST OF ATTACHMENTS.....	Page J-1
J.1 LIST OF ATTACHMENTS (EP 52.252-100) (APR 1984).....	Page J-1
PART IV - REPRESENTATIONS AND INSTRUCTIONS.....	Page K-1
SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF	
OFFERORS.....	Page K-1
K.1 Reference Statement.....	Page K-1
PERFORMANCE WORK STATEMENT.....	Page 1-1
INTRODUCTION.....	Page 1-3
GOVERNMENT PROPERTY.....	Page 2-1
INVOICE PREPARATION INSTRUCTIONS.....	Page 3-1
REPORTS OF WORK.....	Page 4-1
MEDICAL MONITORING PLAN.....	Page 5-1
MINIMUM PERSONNEL QUALIFICATIONS.....	Page 6-1
INSTRUCTIONS FOR PERFORMING THE ANNUAL ALLOCATION OF NON-SITE SPECIFIC	
COSTS.....	Page 7-1
I. INTRODUCTION.....	Page 7-9
A. Overview.....	Page 7-9
B. Definitions of Terms.....	Page 7-9
C. General Requirements.....	Page 7-10
D. Draft and Final Reports.....	Page 7-11
E. Allocation Methodology.....	Page 7-11
II. ANNUAL ALLOCATION OF NON-SITE COSTS.....	Page 7-12
A. Annual Allocation Process.....	Page 7-12
B. Step 1 - Reconciliation of Amount Paid.....	Page 7-12
C. Step 2 - Identification of Site-Specific Costs.....	Page 7-13
D. Step 3 - Reassignment of Pre-SSID Costs.....	Page 7-14
E. Step 4 - Identification of Non-Site Costs.....	Page 7-15
F. Step 5 - Program Management Costs.....	Page 7-17
G. Step 6 - Start-Up Costs.....	Page 7-17
H. Step 7 - Equipment.....	Page 7-19
I. Step 8 - Non-Site Activities.....	Page 7-21
J. Step 9 - Non-Superfund Costs.....	Page 7-22

K.	Step 10 - Summary of Amounts.....	Page 7-24
L.	Step 11 - Allocation of Program Management Costs...	Page 7-24
M.	Step 12 - Allocation of Start-up Costs.....	Page 7-26
N.	Step 13 - Allocation of Capital Equipment Costs....	Page 7-26
O.	Step 14 - Allocation of Site-Support Costs.....	Page 7-27
P.	Step 15 - Completion of Master Allocation Schedule.	Page 7-28
Q.	Step 16 - Summary of Allocated Amounts.....	Page 7-28

PART I - THE SCHEDULE**SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS**

P / DCN C	BFYS	APPR NUMBER	ORG	PROGRAM ELEMENT	SITE/ PROJECT	COST ORG	OBJ CLSS	AMOUNT
G9E246 C	09	T	72G	302DD2C	HQ00BM00		2505	\$300,000.00
G9E247 C	09	T	72G	302DC6C	HQ00BM00		2505	\$1,380,377.00
G9E248 C	09	T	72G	302D72C	HQ00BM00		2505	\$1,159,000.00
G9E249 C	09	TC	72G	302D72C	HQ00BM00		2505	\$15,700.00
G9E250 C	09	T	72G	302DC6C	HQ00BM00		2505	\$7,900.00
SD0029 C	09	T	3AS0S	302DC6C	A3LGRS00	C001	2505	\$35,000.00
SD0058 C	09	T	3AS0S	302DC6C	A3KFRS00	C001	2505	\$25,000.00
DT9149 C	09	T	4AD0P	302DD2C	A47ZCO01	C001	2505	\$80,000.00
B9B076 C	09	TCD	D3B	302DC6C	HQ00BM00		2505	\$125,000.00
HE0258 C	09	TCD	2AD0R	302DD2C	02NSRA01	C001	2505	\$200,000.00
G9E264 C	09	TCD	72G	302DD2C	HQ00BM00		2505	\$335,766.00
G9E266 C	09	T	72G	302DC6C	HQ00BM00		2505	\$66,000.00
G9E265 C	09	T	72G	302D72C	HQ00BM00		2505	\$105,031.00

**B.1 LEVEL OF EFFORT--COST REIMBURSEMENT TERM CONTRACT (EPAAR 1552.211-73)
(APR 1984) DEVIATION**

(a) The Contractor shall perform all work and provide all required reports within the level of effort specified below. The Government will order 426,000 direct labor hours for the base period which represents the Government's best estimate of the level of effort required to fulfill these requirements.

(b) Direct labor includes personnel such as engineers, scientists, draftsmen, technicians, statisticians, and programmers and not support personnel such as company management, typists, and key punch operators even though such support personnel are normally treated as direct labor by the Contractor. The level of effort specified in paragraph (a) includes Contractor, subcontractor, and consultant labor hours.

(c) Under any circumstances, if the Government orders or the Contractor provides less than 90 percent of the level of effort specified for the base period or any optional period exercised, an equitable downward adjustment of the fixed fee, if any, for that period will be made. The Government may require the Contractor to provide additional effort up to 110 percent of the level of effort for any period until the estimated cost for that period has been reached. However, this additional effort shall not result in any increase in the fixed fee, if any. If this is a cost-plus-incentive-fee (CPIF) contract, the term "fee" in this paragraph means "base fee and incentive fee." If this is a cost-plus-award-fee (CPAF) contract, the term "fee" in this paragraph means "base fee and award fee."

(d) If the level of effort specified to be ordered during a given base or option period is not ordered during that period, that level of effort may not be accumulated and ordered during a subsequent period.

(e) These terms and conditions do not supersede the requirements of either the "Limitation of Cost" or "Limitation of Funds" clauses.

B.2 WORK ASSIGNMENTS

(a) The Contractor shall perform work under this contract as specified in written work assignments issued by the Contracting Officer.

(b) Each work assignment will include (1) a numerical designation, (2) the estimate of required labor hours, (3) the period of performance and schedule of deliverables, (4) the description of the work, and (5) **a request for the resumes for the non-key personnel when applicable. These resumes will be reviewed at the WA level to ensure proper compliance with the Minimum Qualification Requirements found in Attachment 6.**

(c) The Contractor shall acknowledge receipt of each work assignment by returning to the Contracting Officer a signed copy of the work assignment within 7 calendar days after its receipt. The Contractor shall begin work immediately upon receipt of a work assignment.

Within 20 calendar days after receipt of a work assignment, the Contractor shall submit 2 copies of a work plan to the Project Officer and 1 copy to the Contracting Officer. The work plan shall include a detailed technical and staffing plan and a detailed cost estimate.

Within 14 calendar days after receipt of the work plan, the Contracting Officer will provide written approval or disapproval of it to the Contractor.

If the Contractor has not received approval on a work plan within 20

calendar days after its submission, the Contractor shall stop work on that work assignment. Also, if the Contracting Officer disapproves a work plan, the Contractor shall stop work until the problem causing the disapproval is resolved. In either case, the Contractor shall resume work only when the Contracting Officer finally approves the work plan.

(d) This clause does not change the requirements of the "Level of Effort" clause, nor the notification requirements of either the "Limitation of Cost" or "Limitation of Funds" clauses.

(e) Work assignments shall not allow for any change to the terms or conditions of the contract. Where any language in the work assignment may suggest a change to the terms or conditions, the Contractor shall immediately notify the Contracting Officer.

(f) Within **20 calendar days** of receipt of the work assignment or similar tasking document, the Contractor shall provide a conflict of interest certification.

Before submitting the conflict of interest certification, the contractor shall search its records accumulated, at a minimum, over the past three years immediately prior to the receipt of the work assignment or similar tasking document. In the COI certification, the Contractor must certify to the best of the Contractor's knowledge and belief, that all actual or potential organizational conflicts of interest have been reported to the Contracting Officer or that to the best of the Contractor's knowledge and belief, no actual or potential organizational conflicts of interest exist. In addition, the Contractor must certify that its personnel who perform work under this work assignment or relating to this work assignment have been informed of their obligation to report personal and organizational conflicts of interest to the Contractor. The certification shall also include a statement that the Contractor recognizes its continuing obligation to identify and report any actual or potential conflicts of interest arising during performance of this work assignment.

B.3 EMERGENCY RESPONSE SERVICE REQUESTS

Emergency response services shall be provided by the contractor in response to events which create an imminent and substantial threat to human health and safety, and/or the environment.

The contract will be issued with a standing emergency response work assignment that will identify in a general manner the nature of emergency response services that may be ordered by individual service requests. When emergency response services are required, the Project Officer will issue service requests on a service request form. The service request will be within the scope of the emergency response work assignment. The service request will define the specific emergency response services (i.e., date to begin, date to end, location, limited hours, required services, etc.) If additional technical direction is required, such direction will be disseminated through the procedures set forth in the technical direction clause.

Service requests will include a numerical designation that relates to the corresponding work assignment. The Contractor shall proceed with the work upon receipt of the service request. The Project Officer shall submit one copy of each service request to the Contracting Officer no later than a week from the day in which the service request was issued. A standard work assignment will be issued for the services initiated under the standing emergency response service request work assignment once the exigencies of the response have ended and there is continuing effort to be provided by the REAC contractor.

Service requests shall not allow for any change to the terms or conditions of the contract or the Work Assignment. Where any language in the service request may suggest a change to the contract or Work Assignment terms or conditions, the contractor shall immediately notify the Contracting Officer.

B.4 ESTIMATED COST AND FIXED FEE (EP 52.216-190) (APR 1984)

- (a) The estimated cost of this contract is: (b)(4)
- (b) The fixed fee is: (b)(4)
- (c) The total estimated cost and fixed fee is: **\$33,655,174.00**

EP-W-09-031

The total represents the base quantity for years one, two and three. This DOES NOT include option quantity totals.

B.5 OTHER DIRECT COSTS

For the categories listed, direct costs in excess of the following are not allowable as a charge to this contract without the prior written approval of the

Contracting Officer:

B.6 LIMITATION OF FUNDS NOTICE (EP 52.232-100) (APR 1984)

(a) Pursuant to the clause in this contract entitled "Limitation of Funds," funds have been allotted for the payment of allowable costs and fees estimated to be incurred for the contract period below.

BASE PERIOD

Incremental Funding	Original Funding
Estimated Cost	(b)(4)
Fixed Fee	(b)(4)
TOTALS	\$3,834,774.00

(b) The provisions of the clause entitled "Limitation of Funds" shall become inapplicable at such time as an amount equal to the sum of the total estimated cost, base fee, award fee pool available for award, and award fee awarded, set

forth in the schedule of this contract, is allotted to this contract and the clause entitled "Limitation of Cost" shall be applicable.

Base Period Current Contract Total (Contract Ceiling)	00	\$33,655,174.
Base Period Current Contract Total Funding		\$-
		<u>3,834,774.00</u>
Amount Required to Fully Fund the Contract	00	\$29,820,400.

(b)(4)

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA) CONTRACTS (EP 52.000-000) (NOV 1994) DEVIATION

The Contractor shall not perform any of the following activities on behalf of EPA in connection with this contract:

1. The actual preparation of Congressional testimony.
2. The interviewing or hiring of individuals for employment at EPA.
3. Developing and/or writing of Position Descriptions and Performance Standards.
4. The actual determination of Agency policy.
5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending Award Fee meetings.
6. Preparing Award Fee Letters, even under typing services contracts.
7. The actual preparation of Award Fee Plans.
8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.
9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.
10. The preparation of Statements of Work, Work Assignments, Technical Direction Documents, Delivery Orders, or any other work issuance document under a contract that the contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.
11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.
12. Preparing responses to Congressional correspondence.
13. The actual preparation of responses to Freedom of Information Act requests, other than routine, non-judgmental correspondence.
14. Any contract which authorizes a contractor to represent itself as EPA to outside parties.
15. Conducting administrative hearings.

16. Reviewing findings concerning the eligibility of EPA employees for security clearances.

17. The actual preparation of an office's official budget request.

C.2 STATEMENT OF WORK--CONTRACT WHERE WORK IS ORDERED BY WORK ASSIGNMENTS OR DELIVERY ORDERS (EP 52.210-110) (APR 1984)

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the Statement of Work/Specifications included in Attachment 1, Performance Work Statement.

The Contractor shall perform work under this contract only as directed in Work Assignment issued by the Contracting Officer.

C.3 INCORPORATION OF CONTRACTOR'S TECHNICAL PROPOSAL (EP 52.210-120) (APR 1984)

The Contractor's technical proposal entitled, "Scientific, Engineering, Response & Analytical Services (SERAS), dated 6/3/09 as revised by the responses to the interrogatories dated, 8/11/09 and 8/28/09, is incorporated by reference and made a part of this contract. In the event of any inconsistency between the provisions of this contract and the Contractor's technical proposal, the contract provisions take precedence.

The Contractor's cost proposal entitled, "Scientific, Engineering, Response & Analytical Services (SERAS), dated 6/3/09 as revised by the responses to the interrogatories dated, 8/28/09, 9/04/09 and 9/09/09, is incorporated by reference and made a part of this contract. In the event of any inconsistency between the provisions of this contract and the Contractor's technical proposal, the contract provisions take precedence.

C.4 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (EPAAR 1552.211-79) (APR 2006) DEVIATION

(a) Definition. Information Resources Management (IRM) is defined as any planning, budgeting, organizing, directing, training, promoting, controlling, and managing activities associated with the burden, collection, creation, use and dissemination of information. IRM includes both information itself, and the management of information and related resources such as personnel, equipment, funds, and technology. Examples of these services include but are not limited to the following:

(1) The acquisition, creation, or modification of a computer program or automated data base for delivery to EPA or use by EPA or contractors operating EPA programs.

(2) The analysis of requirements for, study of the feasibility of, evaluation of alternatives for, or design and development of a computer program or automated data base for use by EPA or contractors operating EPA programs.

(3) Services that provide EPA personnel access to or use of computer or word processing equipment, software, or related services.

(4) Services that provide EPA personnel access to or use of: Data communications; electronic messaging services or capabilities; electronic bulletin boards, or other forms of electronic information dissemination; electronic record-keeping; or any other automated information services.

(5) Services that are subject to the Brooks Act of 1965, as amended (Pub. L. 89-306).

(b) General. The Contractor shall perform any IRM related work under this contract in accordance with the IRM policies, standards and procedures set forth in this clause and noted below. Upon receipt of a work request (i.e. delivery order or work assignment), the Contractor shall check this listing of directives (see paragraph (d) for electronic access). The applicable directives for performance of the work request are those in effect on the date of issuance of the work request.

(1) IRM Policies, Standards and Procedures. The 2100 Series (2100-2199) of the Agency's Directive System contains the majority of the Agency's IRM policies, standards and procedures.

(2) Groundwater Program IRM Requirement. A contractor performing any work related to collecting Groundwater data; or developing or enhancing data bases containing Groundwater quality data shall comply with EPA Order 7500.1A - Minimum Set of Data Elements for Groundwater.

(3) Enterprise Architecture (EA). Contractors performing IRM activities on behalf of the Agency shall conform with EPA's Enterprise Architecture as specified in EPA's EA Status Report found on EPA's internet website - <http://www.epa.gov/docs/irmpoli8>.

(4) Earned Value Management (EVM). Contractors performing IRM activities on behalf of the Agency shall conform to EPA's Earned Value Management Systems requirements, shall be in compliance with the ANSI/EIA Standard 748-A, and shall conform to all EPA governing documents associated with EPA's Information Technology (IT) infrastructure. EPA's EVM Procedures, dated December 30, 2004, includes all the requirements for this paragraph and may be found on EPA's internet website - <http://www.epa.gov/docs/irmpoli8>.

(c) Printed Documents. Documents listed in (b) (1) and (b) (2) may be obtained from:

U.S. Environmental Protection Agency
Office of Administration
Facilities Management and Services Division
Distribution Section
Mail Code: 3204M
Ariel Rios Building
1200 Pennsylvania Avenue, N.W.
Washington, D.C. 20460

Phone: (202) 564-9629

(d) Electronic Access.

(1) Internet. A complete listing, including full text, of documents included in the 2100 Series of the Agency's Directive System, as well as the two other EPA documents noted in this clause, is maintained on the EPA Public Access Server on the Internet. Gopher Access: gopher.epa.gov is the address to access the EPA Gopher. Select 'menu keyword search' from the menu and search on the term 'IRM Policy'. Look for *IRM Policy, Standards and Guidance*. World Wide Web Access: <http://www.epa.gov> is the address for the EPA's www homepage. From the homepage, search on the term 'IRM Policy' and look for *IRM Policy, Standards and Guidance*.

(2) Dial-Up Modem. All documents, including the listing, are available for browsing and electronic download through a dial-up modem. Dial (919) 558-0335 for access to the menu that contains the listing for EPA policies. Set the communication parameters to 8 data bits, no parity, 1 stop bit (8,N,1) Full Duplex, and the emulator to VT-100. The information is the same whether accessed through dial-up or the Internet. For technical assistance, call 1-800-334-2405.

C.5 ACQUISITION AND USE OF ENVIRONMENTALLY PREFERABLE PRODUCTS AND SERVICES
(EP-S 97-1) (MAY 1999)

(a) Executive Order 13101 of September 14, 1998, entitled "Greening the Government through Waste Prevention, Recycling, and Federal Acquisition" and Section 6002 of the Resource Conservation and Recovery Act (RCRA) of 1976, as amended (42 U.S.C. 6962, Pub L. 94-580, 90 Stat. 2822) require Federal agencies to procure designated items with the highest recovered materials content practicable.

(b) In the performance of this contract, the Contractor shall comply with the requirements of the following issuances:

(1) Title 40 of the Code of Federal Regulations, Part 247, Comprehensive Guideline for Procurement of Products Containing Recovered Materials (CPG), which designates items that are or can be made with recovered materials, and its companion pieces, the Recovered Materials Advisory Notices (RMANS). The CPG and RMANS provide recommended procurement practices, including recommended recovered material content levels, for purchasing products designated in the CPG. The Contractor shall comply with these recommendations, and such other CPG revisions and RMANS as the Environmental Protection Agency (EPA) may issue with respect to the procurement of products that contain recovered materials. (Copies of the CPG or RMANS, as well as information on manufacturers and vendors of designated items may be obtained by calling EPA's RCRA Hotline at (800) 424-9346, or, in the Washington, D.C., metropolitan area, at (703) 412-9810.)

(2) In complying with the requirements of paragraph (b), the Contractor shall coordinate its concerns and program guidance with EPA's Recycling Coordinator.

(c) The Contractor shall prepare and submit reports on the purchase of products containing recovered materials from time to time in accordance with written direction (e.g., in specified format) from the EPA Recycling Coordinator through the Contracting Officer. Reports shall be submitted to the EPA Recycling Coordinator, with a copy to the Contracting Officer, Mail Code 3204, Washington, D.C. 20460.

SECTION D - PACKAGING AND MARKING

[For this Contract, there are NO clauses in this Section]

SECTION E - INSPECTION AND ACCEPTANCE

E.1 NOTICE Listing Contract Clauses Incorporated by Reference

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.246-3	APR 1984	INSPECTION OF SUPPLIES--COST-REIMBURSEMENT
52.246-5	APR 1984	INSPECTION OF SERVICES--COST-REIMBURSEMENT

E.2 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (GOVERNMENT SPECIFICATION)
(FAR 52.246-11) (FEB 1999)

The Contractor shall comply with the higher-level quality standard selected below.

<u>Title</u>	<u>Numbering</u> <u>Tailoring</u>	<u>Date</u>
[_] <i>Specifications and</i>	ANSI/ASQC E4	
<i>Guidelines for Quality</i>	1994	See below
<i>Systems for Environ</i>		
<i>mental Data Collection</i>		
<i>and Environmental</i>		
<i>Technology Programs</i>		
[]		
[]		

As authorized by FAR 52.246-11, the higher-level quality standard ANSI/ASQC E4 is tailored as follows:

The solicitation and contract require the offeror/contractor to demonstrate

conformance to ANSI/ASQC E4 by submitting the quality documentation described below.

In addition, after award of the contract, the Contractor shall revise, when applicable, quality documentation submitted before award to address specific comments provided by EPA and submit the revised documentation to the Contracting Officer's Representative.

After award of the contract, the Contractor shall also implement all quality documentation approved by the Government.

A. Pre-award Documentation: The offeror must submit the following quality system documentation as a separate and identifiable part of its technical proposal: (CO, select one or more)

Documentation	Specifications
<input type="checkbox"/> Control (QA/QC) Plan	<u>Quality Assurance/Quality Requirements for Quality Management Plans (QA/R-2)</u> <u>EPA</u> [dated 03/20/01]
<input type="checkbox"/> Plan/Quality Assurance Project Plan for the contract	<u>Joint Quality Assurance Requirements for Quality Management Plans (QA/R-2)</u> <u>EPA</u> [dated 03/20/01] and EPA <u>Requirements for Quality Assurance Project Plans (QA/R)</u> [dated 03/20/01]
<input type="checkbox"/> Assurance Project Plan for the entire program (contract)	<u>Programmatic Quality Assurance Project Plans (QA/R-5)</u> <u>EPA</u> [dated 03/20/01]
<input type="checkbox"/> Other Equivalent:	-

This documentation will be prepared in accordance with the specifications identified above. The offeror shall describe their plan for covering the costs associated with the required documentation. Work involving environmental data generation or use shall not commence until the Government has approved this documentation and incorporated it into the contract.

B. Post-award Documentation: The Contractor shall submit the following quality system documentation to the Contracting Officer's Representative at the time frames identified below: (CO, select one or more)

<u>Documentation</u>	<u>Specification</u>	<u>Due After</u>
[]	Quality Management Plan	EPA
	<u>Requirements for</u>	Award of
	<u>Quality Management Plans</u>	contract
	<u>(QA/R-2) [dated 03/20/01]</u>	
Plan/Quality Assurance		[] Joint
		Quality
		Management
		<u>EPA</u>
		<u>Requirements</u>
		<u>for</u>
		Award
		of
		<u>Quality</u>
		<u>Management</u>
		<u>Plans</u>
		contra
		ct
Project Plan for the	<u>(QA/R-2) [dated 03/20/01]</u>	
contract	and <u>EPA Requirements for</u>	
	<u>Quality Assurance Project</u>	
	<u>Plans (QA/R-5) [dated</u>	
	<u>03/20/02]</u>	
[x]		Quality
		Assurance
		<u>EPA</u>
		<u>Requirements</u>
		<u>for</u>
		Issuan
		ce of
		<u>Quality</u>
		<u>Assurance</u>
		<u>Project</u>
		statem
		ent of
contract	<u>Plans (QA/R-5) [dated</u>	
	work for the	
	<u>03/20/01]</u>	
		project
		[]

Assurance Project Plan

for the entire program
(contract)

Plans (QA/R-5 [dated
03/20/01]

Progra
mmatic
Quality
EPA
Requirements
for
Award
of
Quality
Assurance
Project
contra
ct

[]

Project Plan for each

applicable project

03/20/01]

Quality
Assurance
EPA
Requirements
for
Issuan
ce of
Quality
Assurance
Project
statem
ent of
Plans
(QA/R-5
[dated
work
for the
projec
t

supplement to

[]
Projec
t-specific
EPA
Requirements
for
Issuan
ce of
Quality
Assurance
Project
statem

Programmatic Quality

ent of
Plans
(QA/R-5
[dated
work
for the
03/20/01]

projec
t

Assurance Project Plan

for each applicable
project.

[]

Other
Equivalent:

[]
award of
contract
[] issuance
of statement
of work for
the project

This documentation will be prepared in accordance with the specifications identified above or equivalent specifications defined by EPA. The offeror shall describe their plan for covering the costs associated with the required documentation.

The Government will review and return the quality documentation, with comments, and indicating approval or disapproval. If necessary, the contractor shall revise the documentation to address all comments and shall submit the revised documentation to the government for approval.

The Contractor shall not commence work involving environmental data generation or use until the Government has approved the quality documentation.

(Note: Statement of work includes statements of work to perform projects under work assignments, task orders, delivery orders, etc.)

E.3 INSPECTION AND ACCEPTANCE (EP 52.246-100) (APR 1984)

(a) The Contracting Officer or the duly authorized representative will perform inspection and acceptance of materials and services to be provided.

(b) For the purposes of this clause, Project Officer is the authorized representative of the Contracting Officer.

(c) Inspection and acceptance will be performed at:

U.S. EPA, ERT
2890 WOODBRIDGE AVENUE
EDISON, NEW JERSEY 08837

SECTION F - DELIVERIES OR PERFORMANCE

F.1 NOTICE Listing Contract Clauses Incorporated by Reference

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.242-15	AUG 1989	STOP WORK ORDER ALTERNATE I (APR 1984)

F.2 REPORTS OF WORK (EPAAR 1552.211-70) (OCT 2000) DEVIATION

The Contractor shall prepare and deliver reports, including plans, evaluations, studies, analyses and manuals in accordance with Attachment #4, Reports of Work. Each report shall cite the contract number, identifying the U.S. Environmental Protection Agency as the sponsoring agency, and identify the name of the contractor preparing the report.

The OMB clearance number for progress reports delivered under this contract is 2030-0005.

F.3 MONTHLY PROGRESS REPORT (EPAAR 1552.211-72) (JUN 1996) DEVIATION

(a) The Contractor shall furnish 2 copies of the combined monthly technical and financial progress report stating the progress made, including the percentage of the project completed, and a description of the work accomplished to support the cost. If the work is ordered using work assignments or delivery orders, include the estimated percentage of task completed during the reporting period for each work assignment or delivery order.

(b) Specific discussions shall include difficulties encountered and remedial action taken during the reporting period, and anticipated activity with a schedule of deliverables for the subsequent reporting period.

(c) The Contractor shall provide a list of outstanding actions awaiting Contracting Officer authorization, noted with the corresponding work assignment, such as subcontractor, overtime approvals, and work plan approvals.

(d) The report shall specify financial status at the contract level as

follows:

- (1) For the current reporting period, display the amount claimed.
- (2) For the cumulative period and the cumulative contract life display: the amount obligated, amount originally invoiced, amount paid, amount suspended, amount disallowed, and remaining approved amount. The remaining approved amount is defined as the total obligated amount, less the total amount originally invoiced, plus total amount disallowed.
- (3) Labor hours.
 - (i) A list of employees, their labor categories, and the numbers of hours worked for the reporting period.
 - (ii) For the current reporting period, display the expended direct labor hours (by EPA contract labor category), and the total loaded direct labor costs.
 - (iii) For the cumulative contract period display: the negotiated and expended direct labor hours (by EPA labor category) and the total loaded direct labor costs.
 - (iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.
- (4) Display the current dollar ceilings in the contract, net amount invoiced, and remaining amounts for the following categories: Direct labor hours, total estimated cost, award fee pool (if applicable), subcontracts by individual subcontractor, travel, program management, and Other Direct Costs (ODCs).
- (5) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the contract.
- (6) Average total cost per labor hour. For the current contract period, compare the actual total cost per hour to date with the average total cost per hour of the approved workplans.
- (e) The report shall specify financial status at the work assignment or delivery order level as follows:

- (1) For the current period, display the amount claimed.
- (2) For the cumulative period display: amount shown on workplan, or latest work assignment/delivery order amendment amount (whichever is later); amount currently claimed; amount paid; amount suspended; amount disallowed; and remaining approved amount. The remaining approved amount is defined as: the workplan amount or latest work assignment or delivery order amount (whichever is later), less total amounts originally invoiced, plus total amount disallowed.
- (3) Labor hours.

(i) A list of employees, their labor categories, and the number of hours worked for the reporting period.

(ii) For the current reporting period, display the expended direct labor hours (by EPA contract labor hour category) and the total loaded direct labor hours.

(iii) For the cumulative reporting period and cumulative contract period display: the negotiated and expended direct labor hours (by EPA contract labor hour category) and the total loaded direct labor costs.

(iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.

(v) Display the estimates of remaining direct labor hours and costs required to complete the work assignment or delivery order.

(4) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the work assignment.

(5) Average cost per labor hour. For the current period, compare the actual total cost per hour of the approved workplans.

(6) A list of deliverables for each work assignment or delivery order during the reporting period.

(f) This submission does not change the notification requirements of the "Limitation of Cost" or "Limitation of Funds" clauses requiring separate written notice to the Contracting Officer.

(g) The reports shall be submitted to the following addresses on or before the 20 of each month following the first complete reporting period of the contract. See EPAAR 1552.232-70, Submission of Invoices, paragraph (e), for details on the timing of submittals. Distribute reports as follows:

<u>No. of Copies:</u>	<u>Addresses:</u>
1	Project Officer
1	Contracting Officer

F.4 WORKING FILES (EPAAR 1552.211-75) (APR 1984)

The Contractor shall maintain accurate working files (by task or work assignment) on all work documentation including calculations, assumptions, interpretations of regulations, sources of information, and other raw data required in the performance of this contract. The Contractor shall provide the information contained in its working files upon request of the Contracting Officer.

F.5 MANAGEMENT CONSULTING SERVICES (EPAAR 1552.211-78) (APR 1985) DEVIATION

All reports containing recommendations to the Environmental Protection Agency shall include the following information on the cover of each report: (a) name and business address of the contractor; (b) contract number; (c) contract dollar amount; (d) whether the contract was subject to full and open competition or a sole source acquisition (e) name of the EPA Project Officer and the EPA Project Officer's office identification and location; and (f) date of report.

F.6 PERIOD OF PERFORMANCE (EP 52.212-140) (APR 1984)

The period of performance of this contract shall be from date of contract award through 9/22/2016 exclusive of all required reports.

	FROM	TO
Based Period (3 Years)	9/23/2009	9/22/2012
Award Term 1 (2 Years)	9/23/2012	9/22/2014
Award Term 2 (2 Years)	9/23/2014	9/22/2016

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 NOTICE Listing Contract Clauses Incorporated by Reference

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
CPOD 19-06	MAR 2005	SUBCONTRACTING REPORTS - SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERNS (CPOD 19-06)

G.2 PAYMENT OF FEE (EPAAR 1552.216-74) (MAY 1991)

(a) The term "fee" in this clause refers to either the fixed fee under a cost-plus-fixed-fee type contract, or the base fee under a cost-plus-award-fee type contract.

(b) The Government will make provisional fee payments on the basis of percentage of work completed. Percentage of work completed is the ratio of direct labor hours performed to the direct labor hours set forth in clause 1552.211-73, "Level of Effort--Cost-Reimbursement Term Contract."

G.3 SUBCONTRACTING REPORTS--SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERNS (EP 52.219-120) (OCT 1991)

The Contractor shall submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Contract Report, in accordance with the instructions on the forms.

Submit copies of these reports to:

Distribution	Addressee
original	Contracting Officer
1 copy	Senior Program Manager U.S. EPA Office of Small Business Programs (OSBP)

(1230T)
 Ariel Rios Building
 1200 Pennsylvania Avenue, N.W.
 Washington, D.C. 20460

G.4 SUBMISSION OF INVOICES (EPAAR 1552.232-70) (JUN 1996) DEVIATION

In order to be considered properly submitted, an invoice or request for contract financing payment must meet the following requirements in addition to the requirements of FAR 32.905:

(a) Unless otherwise specified in the contract, an invoice or request for contract financing payment shall be submitted as an original and five copies. The contractor shall submit the invoice or request for contract financing payment to the following offices/individuals in the contract: the original and two copies to the Accounting Operations office shown in Block 25 on the cover of the contract; two copies to the Project Officer (the Project Officer may direct one of these copies to a separate address); and one copy to the Contracting Officer.

(b) The Contractor shall prepare its invoice or request for contract financing payment on the prescribed Government forms. Standard Forms Number 1034, Public Voucher for Purchases and Services other than Personal, shall be used by contractors to show the amount claimed for reimbursement. Standard Form 1035, Public Voucher for Purchases and Services other than Personal -Continuation Sheet, shall be used to furnish the necessary supporting detail or additional information required by the Contracting Officer. The Contractor may submit self-designed forms which contain the required information.

(c) (1) The Contractor shall prepare a contract level invoice or request for contract financing payment in accordance with the Invoice Preparation Instructions identified in Attachment #3, in Section J of the contract. If contract work is authorized by individual work assignments, the invoice or request for contract financing payment shall also include a summary of the current and cumulative amounts claimed by cost element for each work assignment and for the contract total, as well as any supporting data for each work assignment as identified in the instructions.

(2) The invoice or request for contract financing payment shall include current and cumulative charges by major cost element such as direct labor, overhead, travel, equipment, and other direct costs. For current costs, each major cost element shall include the appropriate supporting schedule identified in the invoice preparation instructions. Cumulative charges represent the net sum of current charges by cost element for the contract period.

(d) (1) The charges for subcontracts shall be further detailed in a supporting schedule showing the major cost elements for each subcontract.

(d) (2) On a case-by-case basis, when needed to verify the reasonableness

of subcontractor costs, the Contracting Officer may require that the contractor obtain from the subcontractor cost information in the detail set forth in (c) (2). This information should be obtained through a means which maintains subcontractor confidentiality (for example, via sealed envelopes), if the subcontractor expresses CBI concerns.

(e) Invoices or requests for contract financing payment must clearly indicate the period of performance for which payment is requested. Separate invoices or requests for contract financing payment are required for charges applicable to the basic contract and each option period.

(f) (1) Notwithstanding the provisions of the clause of this contract at FAR 52.216-7, Allowable Cost and Payment, invoices or requests for contract financing payment shall be submitted once per month unless there has been a demonstrated need and Contracting Officer approval for more frequent billings. When submitted on a monthly basis, the period covered by invoices or requests for contractor financing payments shall be the same as the period for monthly progress reports required under this contract.

(2) If the Contracting Officer allows submissions more frequently than monthly, one submittal each month shall have the same ending period of performance as the monthly progress report.

(3) Where cumulative amounts on the monthly progress report differ from the aggregate amounts claimed in the invoice(s) or request(s) for contract financing payments covering the same period, the contractor shall provide a reconciliation of the difference as part of the payment request.

G.5 METHOD OF PAYMENT

(a) Payments under this contract will be made either by check or by wire transfer through the Treasury Financial Communications System at the option of the Government.

(b) The Contractor shall forward the following information in writing to the paying office designated in this contract not later than 7 days after receipt of notice of award.

(1) Full name (where practicable), title, phone number, and complete mailing address of responsible official(s), (i) to whom check payments are to be sent, and (ii) who may be contacted concerning the bank account information requested below.

(2) The following bank account information required to accomplish wire transfers:

(i) Name, address, and telegraphic abbreviation of the receiving financial institution.

(ii) Receiving financial institution's 9-digit American Bankers Association (ABA) identifying number for routing transfer of funds. (Provide this number only if the receiving financial institution has access to the Federal Reserve Communications System.)

(iii) Recipient's name and account number at the receiving financial institution to be credited with the funds.

(iv) If the receiving financial institution does not have access to the Federal Reserve Communications System, provide the name of the correspondent financial institution through which the receiving financial institution receives electronic funds transfer messages. If a correspondent financial institution is specified, also provide:

(A) Address and telegraphic abbreviation of the correspondent financial institution.

(B) The correspondent financial institution's 9-digit ABA identifying number for routing transfer of funds.

(c) Any changes to the information furnished under paragraph (b) of this clause shall be furnished to the paying office in writing at least 30 days before the effective date of the change. It is the contractor's responsibility to furnish these changes promptly to avoid payments to erroneous addresses or bank accounts.

(d) The document furnishing the information required in paragraphs (b) and (c) must be dated and contain the signature, title, and telephone number of the Contractor official authorized to provide it, as well as the Contractor's name and contract number.

(e) If this contract is assigned, the Contractor shall ensure that the information required above is submitted by the assignee to the paying office designated in the contract.

G.6 INDIRECT COSTS (EPAAR 1552.242-70) (APR 1984) DEVIATION

(a) In accordance with paragraph (d) of the "Allowable Cost and Payment" clause, the final indirect cost rates applicable to this contract shall be established between the Contractor and the appropriate Government representative (EPA, other Government agency, or auditor), as provided by FAR 42.703-1(a). EPA's procedures require a Contracting Officer determination of indirect cost rates for its contracts. In those cases where EPA is the cognizant agency (see FAR 42.705-1), the final rate proposal shall be submitted to the cognizant audit activity and to the following:

Environmental Protection Agency
Chief, Cost and Rate Negotiation Service Center
Office of Acquisition Management (3802R)
Ariel Rios Building
1200 Pennsylvania Avenue, N.W.
Washington, D. C. 20460

The Contractor shall also follow the notification and cost impact procedures prescribed in paragraph (b) below.

Where EPA is not the cognizant agency, the final rate proposal shall be submitted to the above-cited address, to the cognizant audit agency, and to the designated Contracting Officer of the cognizant agency. Upon establishment of the final indirect cost rates, the Contractor shall submit an executed Certificate of Current Cost or Pricing Data (see FAR 15.406-2) applicable to the data furnished in connection with the final rates to the cognizant audit agency. The final rates shall be contained in a written

understanding between the Contractor and the appropriate Government representative. Pursuant to the "Allowable Cost and Payment" clause, the allowable indirect costs under this contract shall be obtained by applying the final agreed upon rate(s) to the appropriate bases.

(b) Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the appropriate Government representative in accordance with FAR 42.704, by means of a separate indirect cost rate agreement or a contract modification subject to adjustment when the final rates are established. The established billing rates are currently as follows:

Cost Center:	(b)(4)	
Period:	Year 1 (2009)	(b)(4)
Rate:		
Base:	(b)(4)	
Cost Center:	(b)(4)	
Period:	Year 2 (2010)	(b)(4)
Rate:		
Base:	(b)(4)	
Cost Center:	(b)(4)	
Period:	Year 3 (2011)	
Rate:	(b)(4)	
Base:		
Cost Center:	(b)(4)	
Period:	Year 4 (2012)	
Rate:	(b)(4)	
Base:		
Cost Center:	(b)(4)	
Period:	Year 5 (2013)	
Rate:	(b)(4)	
Base:		
Cost Center:	(b)(4)	
Period:	Year 6 (2014)	
Rate:	(b)(4)	
Base:		
Cost Center:	(b)(4)	
Period:	Year 7 (2015)	
Rate:	(b)(4)	
Base:		
Cost Center:	(b)(4)	
Period:	Year 7 (2016)	

Rate:	(b)(4)
Base:	
Cost Center:	(b)(4)
Period:	All Contract Years
Rate:	(b)(4)
Base:	Total Cost
Cost Center:	(b)(4)
Period:	All Contract Years
Rate:	(b)(4)
Cost Center:	(b)(4)
Period:	All Contract Years
Rate:	(b)(4)
Cost Center:	(b)(4)
Period:	All Contract Years
Rate:	(b)(4)

These billing rates may be prospectively or retroactively revised by mutual agreement, at the request of either the Government or the Contractor, to prevent substantial overpayment or underpayment.

(1) For any retroactive indirect cost rate adjustments (i.e., indirect costs already billed), including final indirect cost rate adjustments, the Contractor shall provide to the Cost Policy and Rate Negotiation Section, with copies to the current EPA Contracting Officers of active contracts, a cost impact statement showing the effect of the indirect cost rate changes for each contract. This statement shall compare the cost billed to the cost the Contractor proposes to bill.

(2) For prospective indirect cost rate adjustments only, the Contractor shall notify the current EPA Contracting Officers of the new proposed rates when it proposes rates to the Cost Policy and Rate Negotiation Section.

(3) For either prospective or retroactive indirect cost rate adjustments, the Contractor shall provide the Cost Policy and Rate Negotiation Section with the names of the current EPA Contracting Officers for the affected contracts.

(c) Notwithstanding the provisions of paragraphs (a) and (b) above, ceilings are hereby established on indirect costs reimbursable under this contract. The Government shall not be obligated to pay the Contractor any additional amount on account of indirect costs in excess of the ceiling rates listed below:

NONE

The ceiling rates specified above are applicable from the effective date of the contract through the end of the period of performance including any option

periods.

G.7 CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-100) (AUG 1984)

Project Officer(s) for this contract:

Project Officer:

Nancy Ur
U.S.EPA
2890 Woodbridge Avenue, MS101
Edison, New Jersey 08837

Alternative Project Officer:

Sella M. Burchette
U.S. EPA
2890 Woodbridge Avenue, MS101
Edison, New Jersey 08837

Contract Specialist(s) responsible for administering this contract:

Michael Barton
1200 Pennsylvania Avenue, NW Mail Code: 3805R
Washington, DC 20460

Sandra Rivera
1200 Pennsylvania Avenue, NW Mail Code: 3805R
Washington, DC 20460

Administrative Contracting Officer:

Claudia Armstrong
1200 Pennsylvania Avenue, NW Mail Code: 3805R
Washington, DC 20460

Gloria J. Kane
1200 Pennsylvania Avenue, NW Mail Code: 3805R
Washington, DC 20460

G.8 ANNUAL ALLOCATION OF NON-SITE COSTS (EP 52.242-310) (OCT 1991)

(a) The contractor shall submit an allocation report annually on a Federal fiscal year (FY) basis. The purpose of this report is to allocate all payments made by EPA to the contractor for non-site-specific activities to the sites worked on by the contractor during the FY. Examples of non-site-specific activities include program management, contract fees (base, fixed, and award), and other tasks given to the contractor for non-site-specific work.

(b) Within 90 days after the end of each FY, EPA will provide the contractor the total amount of all invoices for the annual allocation period.

The contractor shall submit two draft copies of the Annual Allocation Report to EPA within 60 days after receipt of the invoice amounts. The paragraph below titled, "Annual Allocation Report", lists the required submissions for the Annual Allocation Report. Attachment #7 to the contract, titled, "Instructions for Performing the Annual Allocation of Non-Site- Specific Costs" provides a detailed explanation of each schedule type and steps for completing each schedule.

(c) The Superfund Accounting Branch of the Financial Management Division (FMD) will review the draft report and notify the contractor in writing of any corrections required for the final report. Two copies of the final report incorporating all of the necessary corrections are due 30 days after receipt of this notice. The final report shall also include a signed statement certifying that the data provided to EPA is supported by the contractor's accounting records. NOTE: These allocations represent changes to EPA's accounting system. No changes should be made to the contractor's accounting system.

(d) In addition to the two copies of the final reports, the contractor shall also submit the Summary of Allocation report on a 5 1/4" or 3 1/2" DOS computer disk in a Lotus 1-2-3 or ASCII format. The reports shall be sent to:

Chief, Superfund Accounting Branch
Environmental Protection Agency
Financial Management Division (3303F)
Ariel Rios Building
1200 Pennsylvania Avenue, N.W.
Washington, D.C. 20460

(e) When the contract performance period ends at other than the end of the FY, EPA will provide the amount to be allocated 90 days after submission of the last invoice following contract expiration. The time requirements for submission of draft and final reports noted in the paragraphs above will apply.

(f) If the contractor is submitting Annual Allocation Reports on costs incurred during FY 1991 and earlier, the contractor may combine each FY's report into one report. Approval must be granted by the Chief, Superfund Accounting Branch, FMD before the reports can be combined.

Allocation Methodology

Initial Steps:

Before beginning the allocation process, the contractor must perform four tasks:

- 1) Reconcile the paid amounts provided by EPA with contractor records,
- 2) Identify costs charged to sites with SSIDs and without SSIDs,
- 3) Redistribute costs for sites which initially did not have SSIDs, but which were subsequently assigned an EPA SSID, and
- 4) Identify which of the non-site activity costs should be allocated to sites:

The contractor shall delineate the amount of non-site- specific costs into the following non-site categories:

Program Management - (National & Regional, if applicable) - Payments made to the contractor for the specific management and administration of the contract as a whole. This includes contract fees except for fees applicable to individual sites.

Site Support Non-Site Activities - payments for activities which relate to, support, and/or benefit the sites worked on by the contractor.

Program Wide Non-Site Activities - payments for activities which support the overall Superfund program beyond the sites worked on under this contract; they are global in nature and purpose. These costs will not be allocated to sites in the annual allocation process.

Capital Equipment - equipment with an individual cost over \$5,000.00 and a useful life of greater than one year.

Start-up Costs - costs incurred generally in the first year and associated with efforts benefiting the entire contract term, e.g., quality assurance plans.

(g) The contractor shall allocate the non-site activity costs to sites, program wide non-site costs, and other appropriations using an allocation method that reflects the causal/beneficial relationship of the non-site costs to site costs. The preferred allocation method is a total cost base. However, with the approval of the Chief, Superfund Accounting Branch, FMD, the contractor may use an alternate methodology.

In addition, special allocations may be required as follows:

- All equipment with a unit value of \$5,000.00 or greater and a useful life of greater than one year shall be depreciated over its useful life and allocated to sites. The allocation of amortized equipment costs should reflect equipment usage on the sites. The preferred depreciation procedure is either a straight-line or actual usage basis. A depreciation schedule shall be maintained and submitted to EPA at contract expiration.
- Start-up costs, if applicable, shall be amortized over

the life of the contract.

- Payments made for costs incurred in previous fiscal years, if material, shall be allocated in a separate report. If the contractor is unsure whether a paid amount is material, the contractor should contact the Chief, Superfund Accounting Branch, FMD.

Annual Allocation Report

Required:

- Summary of Allocation
- Master Allocation Schedule
- Statement of Allocation Methodology
- Listing of all invoices paid during the Federal fiscal year (with invoice numbers and amounts)
- Certification of Contractor Records - (final report only)

Required if applicable:

- Schedule of Start-up Costs
- Schedule of Capital Equipment Depreciation
- Schedule of Non-Site Activities

(h) The contractor should refer to "Instructions for Performing the Annual Allocation of Non-Site-Specific Costs" for a detailed explanation and illustration of the allocation process and methodology. Questions regarding any Annual Allocation requirements should be referred to the Chief, Superfund Accounting Branch, FMD at (202) 260-9268.

G.9 SUBCONTRACT CONSENT (EP 52.244-100) (APR 1984)

The Contractor shall submit the information required by the "Subcontracts," clause to the Contracting Officer and assigned Project Officer. The Contracting Officer will provide written notice to the Contractor of his decision.

Consent is given to issue the following subcontracts:

(b)(4)

G.10 DECONTAMINATION OF GOVERNMENT PROPERTY

In addition to the requirements of the "Government Property" clause, the Contractor shall certify in writing that any Government property is returned to the Government free from contamination by any hazardous or toxic substances.

G.11 GOVERNMENT-FURNISHED DATA (EPAAR 1552.245-71) (APR 1984)

(a) The Government shall deliver to the Contractor the Government-furnished data described in the contract. If the data, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the "Changes" clause when:

(1) The Contractor submits a timely written request for an equitable adjustment; and

(2) The facts warrant an equitable adjustment.

(b) Title to Government-furnished data shall remain in the Government.

(c) The Contractor shall use the Government-furnished data only in connection with this contract.

(d) The data will be furnished to the Contractor as specified in the work assignment.

G.12 GOVERNMENT PROPERTY (EPAAR 1552.245-73) (JUL 2004) DEVIATION

Please note: Government Property clauses are effective at the time of the contract award, with the exception of accountability. The EPA will retain accountability of all EPA-owned assets located at EPA facilities and buildings, until such time or event the Government Property becomes active and placed in use, at which time the Government Property will become accountable to the contractor. A modification stating actual date and circumstances for deployment will be provided and indicate the transfer of accountability to the contractor.

Under this contract, the contractor is authorized the use of Government Property/Assets as listed in the Attachment #2, while the Government retains accountability, but per the guidance of the FAR, Part 45 and the EPAAR, Part 1552.245 there are still liability requirements for contractors.

The contractor is required to have a property management system for the care and control of all Government Property used under the contract. They must create custodial records (in the event accountability transfers) for all items to include maintaining acquisition, shipping and receiving documents, performing maintenance and assisting EPA with physical inventories, submitting required and requested reports, maintaining subcontractor control, use of Government Property only as specified in contract for performance, assisting with disposal actions and contract property closeout as requested. All Government Property clausal language and applicability are the responsibility of the contractor.

Government property requirements under this contract are as follows:

(a) The contractor shall not fabricate or acquire, on behalf of the Government, either directly or indirectly through a subcontract, any item of property without written approval from the Contracting officer.

(b) In accordance with paragraph (a) above, the contractor is authorized to acquire and/or fabricate the equipment listed below for use in the performance of this contract. The equipment is subject to the provisions of the "Government Property" clause.

None

(c) The Government will provide the following item(s) of Government property to the contractor for use in the performance of this contract. This property shall be used and maintained by the contractor in accordance with the provisions of the "Government Property" clause. See Attachment #2

(d) The "EPA Contract Property Administration Requirements" provided below apply to this contract.

U.S. Environmental Protection Agency
Property Administration Requirements (PAR)

1. PURPOSE. This document sets forth the requirements for Environmental Protection Agency (EPA) contractors in the performance of their Government property management responsibilities under contracts with EPA. These requirements supplement those contained in the Government property clause(s) in this contract, and part 45 of the Federal Acquisition Regulation (FAR).

2. DELEGATION OF CONTRACT PROPERTY ADMINISTRATION.

a. Upon award of a contract, the EPA CO delegates the functions of property administration and plant clearance (disposal) for the contract to the EPA Property Administration Office.

b. For contracts containing significant dollar amounts of Government property or contracts that present a high risk to the Government, the EPA Contract Property Coordinator (CPC) will re-delegate the contract to the Defense Contract Management Agency (DCMA) for property administration and plant clearance. Upon acceptance of that delegation, DCMA will provide notification to the contractor, identifying the assigned property administrator (PA) and

plant clearance officer (PLCO). Once delegated to DCMA, the DCMA PA is available to the contractor for assistance in all matters of property administration.

c. If the contract is not delegated to DCMA for administration and/or plant clearance, any reference to PA and/or PLCO shall be construed to mean EPA CPC.

d. Notwithstanding the delegation, as necessary, the contractor may contact the cognizant EPA CO. In the event of disagreement between the contractor and the EPA CPC or the DCMA PA/PLCO, the contractor should seek resolution from the cognizant EPA CO.

3. REQUESTS FOR GOVERNMENT PROPERTY.

a. In accordance with FAR 45.102, the contractor shall furnish all property required for performing Government contracts. If a contractor believes that Government facilities are required for performance of the contract, the contractor shall submit a written request to the CO. At a minimum, the request shall contain the following elements:

1. Contract number for which the facilities are required.
2. An item(s) description, quantity and estimated cost.
3. Certification that no like contractor facilities exist which could be utilized.
4. A detailed description of the task-related purpose of the facilities.
5. Explanation of negative impact if facilities are not provided by the Government.
6. If applicable, recommend the exception under FAR 45.302-1(a) or any applicable EPA class deviation (available upon request), and provide any other information which would support the furnishing of facilities, including contractor-acquired property (CAP).
7. Except when the request is for material, a lease versus purchase analysis shall be furnished with the request to acquire property on behalf of the Government.

The contractor may not proceed with acquisition of facilities on behalf of the Government until receipt of written authorization from the EPA CO.

4. TRANSFER OF GOVERNMENT PROPERTY. When the contractor receives Government-furnished property (GFP), the contractor should receive, from the transferor, (either EPA or another contractor) all of the applicable data elements (Attachment 1 of this clause) needed to maintain the required records. If this information is not provided at the time of receipt of the property, the contractor shall request it from the EPA CO. The CO will attempt to obtain the data from the previous property holder, or, if data does not exist, will assist the current property holder in estimating the elements. Prior to signing an acceptance document for the property, the receiving contractor should perform a

complete inventory of the property. Responsibility, as well as accountability, passes with the signed acceptance.

When, at the written direction of the EPA CO, the contractor transfers GFP to another contractor, or another Agency, the contractor shall provide the applicable data elements (Attachment 1 of this clause). Upon return of the property to EPA, the same data must be provided by the contractor to the EPA CO.

5. RECORDS OF GOVERNMENT PROPERTY.

a. In accordance with FAR 45.505 and 45.505-1, the contractor shall establish and maintain adequate property records for all Government property, regardless of value, including property provided to and in the possession of a subcontractor. Material (supplies) provided by the Government or acquired by the contractor and billed as a direct charge to the Government is Government property and records must be established as such.

b. The contractor shall establish and maintain the official Government property record. (If the contract contains the FAR Clause 52.245-1, the Government will maintain the official Government property records.) Such records shall contain the applicable data elements (Attachment 1 of this clause) for all items of Government property regardless of cost.

c. The Contractor shall identify all Superfund property and designate it as such both on the item and on the official Government property record. If it is not practicable to tag the item, the contractor shall write the ID number on a tag, card or other entity that may be kept with the item or in a file.

d. Support documentation used for posting entries to the property record shall provide complete, current and auditable data. Entries shall be posted to the record in a timely manner following an action.

e. For Government vehicles, in addition to the data elements required by EPA, the contractor shall also comply with the General Services Administration (GSA) and Department of Energy (DOE) record and report requirements supplied with all EPA provided motor vehicles. If the above requirements were not provided with the vehicle, the contractor shall notify the EPA CO.

f. When Government property is disclosed to be in the possession or control of the contractor but not provided under any contract, the contractor shall record and report the property in accordance with FAR 45.502(f) and (h).

6. INVENTORIES OF GOVERNMENT PROPERTY. The contractor shall conduct a complete physical inventory of EPA property at least once per year, unless otherwise directed by the PA. Reconciliation shall be completed within 30 calendar days of inventory completion. The contractor shall report the results of the inventory, including any discrepancies, to the DCMA PA upon completion of the reconciliation. The contractor's records shall indicate the completion date of the inventory.

See section 9 herein, Contract Closeout, for information on final inventories.

7. REPORTS OF GOVERNMENT PROPERTY. In accordance with FAR 45.505-14, EPA requires an annual summary report, for each contract, by contract number, of Government property in the contractor's possession as of September 30 each year.

a. For each classification listed in FAR 45.505-14(a), except material, the contractor shall provide the total acquisition cost and total quantity. If there are zero items in a classification, or if there is an ending balance of zero, the classification must be listed with zeros in the quantity and acquisition cost columns.

b. For material, the contractor shall provide the total acquisition cost only.

c. Property classified as equipment, Superfund site equipment, and special test equipment, for the purpose of this report, must be reported on two separate lines. The first line shall include the total acquisition cost and quantity of all items or systems with a unit acquisition cost of \$25,000 or more. The second line shall include the total acquisition cost and quantity of all items with a unit acquisition cost of less than \$25,000.

d. For items comprising a system, which is defined as "a group of interacting items functioning as a complex whole," the contractor may maintain the record as a system noting all components of the system under the main component or maintain individual records for each item. However, for the annual report of Government property the components must be reported as a system with one total dollar amount for the system, if that system total is \$25,000 or more.

e. These reports are due at EPA no later than October 5 of each year. If October 5 is not a business day, the report is due on the first business day following October 5.

f. Distribution shall be as follows:

Original to: EPA CPC

1 copy: DCMA PA, if contract is administered by DCMA

g. EPA Contractors are required to comply with GSA's and DOE's special reporting requirements for motor vehicles. A statement of these requirements will be provided by the EPA Facility Management and Services Division (FMSD) concurrent with receipt of each vehicle.

h. The contractor shall provide detailed reports on an as-needed basis, as may be requested by the CO or the PA.

8. DISPOSITION OF GOVERNMENT PROPERTY. The disposition process is composed of three distinct phases: identification of excess property, reporting of excess property, and final disposition.

a. Identification of Excess Property. The disposition process begins with the contractor identifying Government property that is excess to its contract. Effective contractor property control systems provide for disclosing excesses as they occur. Once inactive Government property has been determined to be excess to the contract to which it is accountable, it must be screened against the contractor's other EPA contracts for further use. If the property may be reutilized, the contractor shall notify the CO in writing. Government property will be transferred to other contracts only when the COs on both the current contract and the receiving contract authorize such a transfer in writing.

b. Reporting Excess Government Property. Excess Government property shall be reported in accordance with FAR Subpart 45.6. Inventory schedules A-E (SF Forms 1426-1434) provide the format for reporting of excess Government property. Instructions for completing the forms are located at FAR 45.606-5 and samples may be found in FAR 53.301-1426 thru 1434. Inventory schedules shall be forwarded to the DCMA PLCO with a copy to the EPA CO. The cover letter, which accompanies the inventory schedules, must include the EPA CO's name, address and telephone number. Inventory schedules must also contain a notification if the property is Superfund property. If the property is Superfund property, the contractor must also prominently include the following language on the inventory schedule: "Note to PLCO: Reimbursement to the EPA Superfund is required." When requested, by the PLCO or the CO, the contractor will provide the fair market value for those items requested.

c. Disposition Instructions.

1. If directed in writing by the EPA CO, the contractor will retain all or part of the excess Government property under the current contract for possible future requirements. The contractor shall request, from the PLCO, withdrawal from the inventory schedule of those items to be retained.

2. If directed in writing by the EPA CO, the contractor shall transfer the property to another EPA contractor. The contractor will transfer the property by shipping it in accordance with the instructions provided by the CO. The contractor shall request, from the PLCO, withdrawal from the inventory schedule of those items to be transferred. Further, the contractor shall notify the CO when the transfer is complete.

3. If directed in writing by the EPA CO, the contractor shall transfer the property to EPA. The contractor shall ship/deliver the property in accordance with the instructions provided by the CO. The contractor will request, from the PLCO, withdrawal from the inventory schedule of those items to be transferred to EPA. Further, the contractor shall notify the CO when the transfer is complete.

4. The contractor will ship the property elsewhere if directed, in writing, by the PLCO.

5. The PLCO will either conduct the sale or instruct the contractor to conduct a sale of surplus property. The contractor will allow prospective bidders access to property offered for sale.

6. Property abandoned by the PLCO on the contractor's site must be disposed of in a manner that does not endanger the health and safety of the public.

7. To effect transfer of accountability, the contractor shall provide the recipient of the property with the applicable data elements set forth in Attachment 1 of this clause. The contractor shall also obtain either a signed receipt from the recipient, or proof of shipment. The contractor shall update the official Government property record to indicate the disposition of the item and to close the record.

9. CONTRACT CLOSEOUT. The contractor shall complete a physical inventory of all Government property at contract completion and the results, including any discrepancies, shall be reported to the DCMA PA. In the case of a terminated contract, the contractor shall comply with the inventory requirements set forth in the applicable termination clause. The results of the inventory, as well as a detailed inventory listing, must be forwarded to the CO. For terminated contracts, the contractor will conduct and report the inventory results as directed by the CO.

However, in order to expedite the disposal process, contractors may be required to, or may elect to submit to the CO, an inventory schedule for disposal purposes up to six (6) months prior to contract completion. If such an inventory schedule is prepared, the contractor must indicate the earliest date that each item may be disposed.

The contractor shall update all property records to show disposal action. The contractor shall notify the DCMA PA, in writing, when all work has been completed under the contract and all Government property accountable to the contract has been disposed.

Attachment 1

REQUIRED DATA ELEMENTS. Where applicable (all elements are not applicable to material) the contractor is required to maintain, at a minimum, the information related to the following data elements for EPA Government property:

- Contractor Identification/Tag Number;
- Description;
- Manufacturer;
- Model;
- Serial Number;
- Acquisition Date;
- Date received;
- Acquisition Cost*;
- Acquisition Document Number;
- Location;
- Contract Number;
- Account Number (if supplied);
- Superfund (Yes/No);
- Inventory Performance Date;
- Disposition Date.

* Acquisition cost shall include the price of the item plus all taxes, transportation and installation charges allocable to that item.

NOTE: For items comprising a system which is defined as, "a group of interacting items functioning as a complex whole," the contractor may maintain the record as a system noting all components of the system under the main component or maintain individual records for each item. However, for the Annual Report of Government Property, the components must be reported as a system with one total dollar amount for the system, if that system total is \$25,000 or more.

G.13 DESIGNATION OF PROPERTY ADMINISTRATOR (EP 52.245-140) (SEP 1994)

The contract property administrator

Defense Contract Management Agency (DCMA)

Sophie Kastner - Edison, NJ

Joseph Lawrence - Las Vegas, NV

is the Contracting Officer's designated representative on property matters. The Contractor shall furnish all required information on property to the property administrator.

G.14 CONTRACTORS REPLACEMENT OF GENERAL HARDWARE AND COMPUTERS

Per the authority of EPA's class deviation dated 5/31/1996 for FAR part 45.302-1 (a) and (d), for scientific or technical services on site at the Edison, NJ

laboratory, EPA may continue to provide facilities under this contract. However, EPA will not be responsible for the replacement of general purpose hardware or computers required to support the requirements of the Performance Work Statement. EPA has reviewed the existing government property list included at Attachment #2, Government Property of this solicitation and anticipates that \$200,000 of the existing hardware and computers will have to be replaced by the contractor during the seven year period of this contract.

G.15 CONTRACTOR FURNISHED COMPUTERS

The government will only provide computers associated with analytical equipment or specialized field equipment which requires computer access to download information.

G.16 CONTRACTORS REPLACEMENT OF GENERAL HARDWARE AND COMPUTERS

Per the authority of EPA's class deviation to FAR part 45.302-1 (a) and (d), for scientific or technical services on site at the Edison, NJ laboratory, EPA may continue to provide facilities under this contract. However, EPA will not be responsible for the replacement of general purpose hardware or computers required to support the requirements of the Performance Work Statement. EPA has reviewed the existing Government Property Inventory list included at Attachment 3 of this solicitation and anticipates that \$200,000 of the existing hardware and computers will have to be replaced by the contractor during the seven year period of this contract.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 DISPLAY OF EPA OFFICE OF INSPECTOR GENERAL HOTLINE POSTER (EPAAR 1552.203-71) (AUG 2000) DEVIATION

(a) For EPA contracts valued at \$1,000,000 or more including all contract options, the contractor shall prominently display EPA Office of Inspector General Hotline posters in contractor facilities where the work is performed under the contract.

(b) Office of Inspector General hotline posters may be obtained from the EPA Office of Inspector General, ATTN: OIG Hotline (2443), 1200 Pennsylvania Avenue, NW, Washington, DC 20460, or by calling 1-888-546-8740.

(c) The Contractor need not comply with paragraph (a) of this clause if it has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and provided instructions that encourage employees to make such reports.

H.2 PRINTING (EPAAR 1552.208-70) (DEC 2005)

(a) *Definitions.*

"Printing" is the process of composition, plate making, presswork, binding and microform; or the end items produced by such processes and equipment. Printing services include newsletter production and periodicals which are prohibited under EPA contracts.

"Composition" applies to the setting of type by hot-metal casting, photo typesetting, or electronic character generating devices for the purpose of producing camera copy, negatives, a plate or image to be used in the production of printing or microform.

"Camera copy" (or "camera-ready copy") is a final document suitable for printing/duplication.

"Desktop Publishing" is a method of composition using computers with the final output or generation of camera copy done by a color inkjet or color laser printer. This is not considered "printing." However, if the output from desktop publishing is being sent to a typesetting device (i.e., Linotronic) with camera copy being produced in either paper or negative format, these services are considered "printing".

"Microform" is any product produced in a miniaturized image format, for mass or general distribution and as a substitute for conventionally printed material. Microform services are classified as printing services and includes microfiche and microfilm. The contractor may make up to two sets of microform files for archival purposes at the end of the contract period of performance.

"Duplication" means the making of copies on photocopy machines employing electrostatic, thermal, or other processes without using an intermediary such as a negative or plate.

"Requirement" means an individual photocopying task. (There may be multiple requirements under a Work Assignment or Delivery Order. Each requirement would

be subject to the photocopying limitation of 5,000 copies of one page or 25,000 copies of multiple pages in the aggregate per requirement).

"Incidental" means a draft and/or proofed document (not a final document) that is not prohibited from printing under EPA contracts.

(b) *Prohibition.*

(1) The contractor shall not engage in, nor subcontract for, any printing in connection with the performance of work under this contract. Duplication of more than 5,000 copies of one page or more than 25,000 copies of multiple pages in the aggregate per requirement constitutes printing. The intent of the limitation is eliminate duplication of final documents.

(2) In compliance with EPA Order 2200.4a, EPA Publication Review Procedure, the Office of Communications, Education, and Media Relations is responsible for the review of materials generated under a contract published or issued by the Agency under a contract intended for release to the public.

(c) *Affirmative Requirements.*

(1) Unless otherwise directed by the contracting officer, the contractor shall use double-sided copying to produce any progress report, draft report or final report.

(2) Unless otherwise directed by the contracting officer, the contractor shall use recycled paper for reports delivered to the Agency which meet the minimum content standards for paper and paper products as set forth in EPA's Web site for the Comprehensive Procurement Guidelines at:
<http://www.epa.gov/cpg/>.

(d) *Permitted Contractor Activities.*

(1) The prohibitions contained in paragraph (b) do not preclude writing, editing, or preparing manuscript copy, or preparing related illustrative material to a final document (camera-ready copy) using desktop publishing.

(2) The contractor may perform a requirement involving the duplication of less than 5,000 copies of only one page, or less than 25,000 copies of multiple pages in the aggregate, using one color (black), such pages shall not exceed the maximum image size of 10 3/4 by 14 1/4 inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these thresholds, contractors must immediately notify the contracting officer in writing. The contracting officer must obtain a waiver from the U. S. Congress Joint Committee on Printing if it is deemed appropriate to exceed the duplication thresholds. Duplication services of "incidentals" in excess of the thresholds, are allowable.

(3) The contractor may perform a requirement involving the multi-color duplication of no more than 100 pages in the aggregate using color copier technology, such pages shall not exceed the maximum image size of 10 3/4 by 14 1/4 inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the contracting officer in writing. The contracting officer must obtain

a waiver from the U. S. Congress Joint Committee on Printing.

(4) The contractor may perform the duplication of no more than a total of 100 diskettes or CD-ROM's. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these thresholds, contractors must immediately notify the contracting officer in writing. The contracting officer must obtain a waiver from the U. S. Congress Joint Committee on Printing.

(e) *Violations.*

The contractor may not engage in, nor subcontract for, any printing in connection with the performance of work under the contract. The cost of any printing services in violation of this clause will be disallowed, or not accepted by the Government.

(f) *Flowdown Provision.*

The contractor shall include in each subcontract which may involve a requirement for any printing/duplicating/copying a provision substantially the same as this clause.

H.3 DISCOUNT AIR PASSENGER TRANSPORTATION RATES

(a) To the maximum extent practicable consistent with travel requirements, the contractor agrees to use reduced air transportation rates and services provided through available discount air fare carriers for bona-fide employees' travel that is otherwise reimbursable as a direct cost pursuant to this contract when use of such rates results in the lowest overall cost to the Government.

(b) Nothing in this clause shall authorize transportation or services which are not otherwise reimbursable under this contract.

(c) In the event of any inconsistencies between this clause and the FAR Part 31.205-46, the FAR clause takes precedence.

H.4 DISCOUNT HOTEL/MOTEL LODGING RATES

(a) To the maximum extent practicable consistent with hotel/motel accommodations and lodging requirements, the contractor agrees to use reduced hotel/motel rates and services for bona-fide employees' travel that is otherwise reimbursable as a direct cost pursuant to this contract, when use of such rates results in the lowest overall cost.

(b) To the maximum extent practicable and consistent with Federal Acquisition Regulation, the contractor agrees to secure lodging on other than a daily rate basis so that the maximum quantity and term discounts are achieved. To the maximum extent practicable and consistent with Federal Acquisition Regulation, the contractor shall secure full service lodging suites inclusive of kitchen facilities.

(c) Nothing in this clause shall authorize lodging and accommodations or services which are not otherwise reimbursable under this contract. Nothing in

this clause requires any hotel/motel establishment to make available to the contractor special hotel/motel rates or other Government discount rates.

(d) In the event of any inconsistencies between this clause and the FAR Part 31.205-46, the FAR clause takes precedence.

H.5 ON-SITE FACILITIES

In the performance of this contract, the Contractor is authorized to use on a no-charge, noninterference basis, the following Government-owned facilities.

ERT-East Facility located at:

US EPA Region 2
2890 Woodbridge Avenue
Edison, NJ 08837

ERT-West Facility located at:

US EPA Region 9
4270 S. Maryland Parkway
Building E
Las Vegas, NV

PLEASE NOTE: Building E is presently occupied by the current contractor and is a new construction located conveniently across the parking lot from the EPA ERT Las Vegas office. The building contains an office area, bathrooms with showers, equipment storage and maintenance area, small laboratory, and a three bay garage. The garage is of sufficient size to store all of the EPA -ERT vehicles and trailers.

The overall building (24,905 sq ft) is shared by another EPA organization (ORIA/RERT) and is divided roughly in half. Each tenant has its own designated space, delineated by security fencing and locking doors. The EPA-ERT (9,366 sq ft) contractor does not have access to the ORIA-RERT spaces.

The parking areas on two sides of the building are secured by fencing, night lighting, and video cameras. Access to the parking area and building is through Hirsch keypad coded entry systems.

US EPA Region 9
4220 South Maryland Parkway
Building D, Suite 760
Las Vegas, NV

Building D, Suite 760 is 3,390 sq ft of work space which is controlled contractor space. This area is utilized by the contractor to store and maintain specialized equipment.

Research Triangle Park (RTP) ERT Support located at:

109 T.W. Alexander Drive

Research Triangle Park, NC 27711

**H.6 ORGANIZATIONAL CONFLICTS OF INTEREST (EPAAR 1552.209-71) (MAY 1994)
DEVIATION**

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) Prior to commencement of any work, the Contractor agrees to notify the Contracting Officer immediately that, to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the Contracting Officer any actual or potential conflict of interest the firm may have. In emergency situations, however, work may begin but notification shall be made within five (5) working days.

(c) The Contractor agrees that if an actual or potential organizational conflict of interest is identified during performance, the Contractor will immediately make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict of interest. The Contractor shall continue performance until notified by the Contracting Officer of any contrary action to be taken.

(d) Remedies - The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose it or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (e), unless otherwise authorized by the Contracting Officer.

H.7 NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL (EPAAR 1552.209-73) (MAY 1994)

(a) In addition to the requirements of the contract clause entitled "Organizational Conflicts of Interest," the following provisions with regard to employee personnel performing under this contract shall apply until the earlier of the following two dates: the termination date of the affected employee(s) or the expiration date of the contract.

(b) The Contractor agrees to notify immediately the EPA Project Officer and the Contracting Officer of (1) any actual or potential personal conflict of interest with regard to any of its employees working on or having access to information regarding this contract, or (2) any such conflicts concerning subcontractor employees or consultants working on or having access to information regarding this contract, when such conflicts have been reported to the Contractor. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work.

(c) The Contractor agrees to notify each Project Officer and Contracting Officer prior to incurring costs for that employee's work when an employee may have a personal conflict of interest. In the event that the personal conflict of interest does not become known until after performance on the contract begins, the Contractor shall immediately notify the Contracting Officer of the personal conflict of interest. The Contractor shall continue performance of this contract until notified by the Contracting Officer of the appropriate action to be taken.

(d) The Contractor agrees to insert in any subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer.

H.8 AWARD TERM INCENTIVE

(a) *General.* This contract may be extended as set forth in paragraph (b) below, based on overall contractor performance and adherence to EPA's small business subcontracting goals as evaluated in accordance with the clause entitled, "Award Term Incentive Plan," provided the Agency has a need for the effort at or before the time an award term is to commence, and if the contractor receives notice of the availability of funding pursuant to the clause entitled, "Award Term Availability of Funds." The Contracting Officer (CO) is responsible for the overall award term evaluation and award term decision. The CO will unilaterally decide whether or not the contractor is eligible for an award term extension, and in conjunction with the Contracting Officer's Representative (COR), will determine the need for continued performance and funding availability.

(b) *Period of Performance.* Provided the contractor has achieved the performance measures, set forth in the clause entitled, "Award Term Incentive Plan," the CO may extend the contract by exercising a total of two (2), twenty-four month (24 month) award term incentive periods. The total maximum period of performance under this contract, if the Government exercises all award term incentive periods is 84 months or 7 years.

Initial Period of Performance	Months 1-36
Award Term I	Months 37-60
Award Term II	Months 61-84

(c) *Notice to Grant or Cancellation of the Award Term Incentive.*

(1) The Government has the unilateral right not to grant or to cancel award term incentive periods and the associated award term incentive plans if -

(i) The CO has failed to initiate an award term incentive period,

regardless of whether the contractor's performance permitted the CO to consider initiating the award term incentive period; or

(ii) The contractor has failed to achieve the performance measures for an evaluation period; or

(iii) The contractor has failed to meet or exceed their small business subcontracting goals (dollars and percentages) as established in their approved small business subcontract management plan.

(iv) The Government notifies the contractor in writing it does not have funds available for the award term; or

(v) The Government no longer has a need for the award term incentive period.

(2) When an award term incentive period is not granted or is cancelled -

(i) Any prior award term incentive periods for which the contractor remains otherwise eligible are not affected.

(ii) Subsequent award term incentive periods are thereby also cancelled.

(d) Cancellation of an award term incentive period that has not yet commenced for any of the reasons set forth in paragraph (c) of this clause shall not be considered either a termination for convenience or termination for default, and shall not entitle the contractor to any termination settlement or any other compensation. If the award term incentive is cancelled, a unilateral modification will cite this clause as the authority.

(e) *Award Term Incentive Administration.* The award term incentive evaluation(s) will be completed in accordance with the schedule in the clause entitled, "Award Term Incentive Plan." The contractor will be notified of the results and their eligibility to be considered for the respective award term incentive no later than 60 days after an evaluation period.

(f) *Review Process.* The contractor may request a review of the award term incentive evaluation which has resulted in the contractor being ineligible for the award term incentive. The request shall be submitted in writing to the Contracting Officer within 15 days of notification of the results of the evaluation.

H.9 AWARD TERM INCENTIVE PLAN

(a) The Award Term Incentive Plan provides for the periodic evaluation of contractor performance and conformance to their approved subcontract management plan in accordance with EPA's established small business goals. These determining factors along with Agency need and availability of funding serve as the basis for award term decisions.

The Award Term Incentive Plan may be unilaterally revised by the Government. Any changes to the Award Term Incentive Plan will be made in writing and incorporated into the contract through a unilateral modification citing this clause. The Government will consult with the contractor prior to the issuance of a revised Award Term Incentive Plan, but is not required to obtain the contractor's consent to the revisions.

(b) Performance Standards and Evaluation Periods

Award Term decisions will be based upon the following Performance Standards:

1. The NIH Contract Performance System overall rating (See section H clause entitled, "Contractor Performance Evaluation"; and
2. Annual Subcontracting Report: Evaluating the contractor's small business subcontract management by comparing their reported percentages of subcontracted work and subcontracting costs to the goals established in their approved subcontract management plan. Annual subcontracting reports and any other relevant reports will be used as resources to conduct this portion of evaluation.

*PLEASE NOTE: SUBCONTRACT MANAGEMENT WILL NOT BE EVALUATED DURING THE AWARD TERM EVALUATIONS IN THE EVENT THIS CONTRACT IS AWARDED TO A SMALL BUSINESS.

Contractor performance and small business subcontract management evaluations will be conducted in accordance with the following evaluation schedule:

Evaluation/Award Term Incentive Periods	Evaluated Area	Evaluation/Award Term Decision Schedule
Evaluation Period 1 Months 1-21	Contractor Performance Annual Subcontract Management	Contractor Performance and the contractor's annual subcontracting reports will be evaluated for conformance with performance standard and goals set forth in the contractor's approved subcontract management plan for the first 21 month period of contract performance. An award term decision for, <u>Award Term 1, Years 4 & 5</u> will be finalized no later than the end of Month 24. Notification of intent to extend the period of performance two years will be issued by end of Month 24.
Evaluation Period 2 Months 22-45	Contractor Performance Annual Subcontract Management	Contractor Performance and the contractor's annual subcontracting reports will be evaluated for conformance with performance standard and goals set forth in the contractor's approved subcontract management plan for period of Months 22-45. An award term decision for, <u>Award Term 2, Years 6 & 7</u> will be

		finalized no later than the end of Month 48. Notification of intent to extend the period of performance two years will be issued by end of Month 48.
--	--	--

INCENTIVES/DISINCENTIVES

In accordance with this reporting requirement, the contractor shall be evaluated for performance for each period as shown under paragraph (b) above. Based on the average performance evaluation of each of these periods the contractor shall be eligible for the following award term periods:

If the contractor receives an average performance evaluation score of 4.0 to 5.0 and conforms to the small business subcontracting goals outlined in their approved subcontract management plan for the Evaluation Period 1: Months 1-21, then the contractor may be awarded Award Term 1 (Year 4) to commence after Month 36 of the contract.

If the contractor receives an average performance evaluation score of 4.0 to 5.0 and conforms to the small business subcontracting goals outlined in their approved subcontract management plan for the Evaluation Period 2: Months 22-45, then the contractor may be awarded Award Term 2 (Year 6) to commence after Month 60 of the contract.

A rating of "4" relates to overall contractor performance in the areas of: quality of service; timeliness; cost effectiveness; business relations; subcontract oversight; and goals of work.

To compute an average performance evaluation score, the contracting officer will average the total score of all the evaluations input into the NIH system during the Award Term Evaluation Period.

Contract award terms are determined during separate award term evaluation periods. In the event the contractor fails to meet the performance standards of Evaluation Period 1, no extensions to perform beyond the initial period of performance (Years 1-3) will be granted. Should the contractor fail to meet the performance standards of Evaluation Period 2, Award Term 2 (Year 6&7) will not be awarded. No extensions to perform under this contract beyond Year 5 will be granted.

Should the contractor fail to meet the performance standards during their performance reviews or subcontract management review, and/or award term evaluation period, this will be reported on the contractor's annual performance rating.

The determination to grant an award term extension is at the sole discretion of EPA and is not subject to the Disputes Act.

PLEASE NOTE: Contractor performance and small business subcontract management

will continuously be evaluated as necessary through the entire duration of this contract (Months 1-84). The information obtained from the monthly and bi-annual performance reviews and the annual subcontract management reviews will be used to make the award term decision. In accordance with section I clause entitled, "Liquidated Damages - Subcontracting Plan", the Government reserves the right to assess liquidated damages for failure to adhere to the goals established in their subcontracting plan.

H.10 AWARD TERM AVAILABILITY OF FUNDS

Funds are not presently available for any award term. The Government's obligation under any award term is contingent upon the availability of appropriated funds from which payment can be made. No legal liability on the part of the Government for any award term payment may arise until funds are made available to the Contracting Officer for an award term and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

H.11 TRANSBOUNDARY EFFORTS

The Contractor may be tasked to provide support in a foreign country in accordance with the contract Performance Work Statement. To the extent that there is domestic legal authority to provide such support, a request from the foreign government, and to the extent that such support is authorized by, and consistent with, an international agreement between the government of the U.S. and the government of the foreign country. The Contractor is advised that it may be subject to applicable foreign law while performing such support in the foreign country and the Contractor is responsible for ensuring that it complies with all relevant requirements of the foreign country that are necessary to perform such support in those countries.

H.12 INTERNATIONAL INSURANCE

The contractor is responsible for obtaining all insurance requirements for efforts outside the U.S. borders. The contractor shall obtain all of the necessary insurance (i.e. general liability, vehicle liability, health liability, etc.) for work done across the borders through the applicable international government approved carrier.

H.13 COMPLIANCE WITH INTERNATIONAL LAWS AND REGULATIONS

The contractor shall be responsible for compliance with all relevant international laws and regulations while performing efforts under this contract internationally, including licensing requirements, transportation, etc. The contractor may be subject to international laws and regulations regarding any work performed outside U.S. borders.

H.14 TESTIMONY

The Government may have the need for expert testimony during enforcement proceedings for a given site where the Contractor provided services. In the event such services are required during the term of this contract, such effort shall be considered within the scope of this contract. The individual(s) selected to testify shall be fully knowledgeable of the details of the site under litigation, shall be credible, and be an expert in their field. The testimony shall normally relate to what actions the contractor took at a site. In the event such services are required after performance of this contract, a separate negotiated procurement action may be instituted with the Contractor.

H.15 CLEAN TECHNOLOGIES

The contractor shall utilize clean technologies and/or fuels on all diesel equipment to the extent practicable and/or feasible. The preference is for clean diesel technologies, but alternative fuels, such as biodiesel or natural gas-powered vehicles are also acceptable. These alternative fuels will be used where they are available and within a reasonable distance to sites. For equipment retrofits, the contractor will employ the Best Available Control Technology (BACT) on non-road and on-road diesel powered equipment used at a site. Examples of clean diesel technologies include diesel particulate filters (DPFs), and diesel oxidation catalysis (DOCs). For alternative fuel usage, the contractor will use at least a B20 blend (i.e., 20% biodiesel and 80% petrodiesel) or higher in the equipment engines that are used at a site.

H.16 LIMITATION OF FUTURE CONTRACTING (HEADQUARTERS SUPPORT)

(a) The parties to this contract agree that the Contractor will be restricted in its future contracting in the manner described below. Except as specifically provided in this clause, the Contractor shall be free to compete for contracts on an equal basis with other companies.

(b) If the Contractor, under the terms of this contract, or through the performance of work pursuant to this contract, is required to develop specifications or statements of work and such specifications or statements of work are incorporated into an EPA solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime Contractor or subcontractor under an ensuing EPA contract.

(c) Unless prior written approval is obtained from the cognizant EPA Contracting Officer, the Contractor agrees not to enter into a contract with or to represent any party, other than EPA, with respect to:

(1) any work relating to CERCLA activities which pertain to the sites where the Contractor previously performed work for EPA under this contract;

(2) any work that may jeopardize CERCLA enforcement actions which pertain to the sites where the Contractor previously performed work for EPA under this contract;

(3) CERCLA cleanup services, either as a Prime Contractor, subcontractor, or consultant.

These restrictions apply during the life of the contract.

(d) The Contractor agrees in advance that if any bids/proposals are submitted for any work that would require written approval of the Contracting Officer prior to entering into a contract subject to the restrictions of this clause, then the bids/proposals are submitted at the Contractor's own risk. Therefore, no claim shall be made against the Government to recover bid/proposal costs as a direct cost whether the request for authorization to enter into the contract is denied or approved.

(e) To the extent that the work under this contract requires access to proprietary or confidential business or financial data of other companies, and as long as such data remains proprietary or confidential, the Contractor shall protect such data from unauthorized use and disclosure.

(f) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for nondiscretionary technical or engineering services, including treatability studies, well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (f) unless otherwise authorized by the Contracting Officer. The Contractor may request in writing that the Contracting Officer exempt from this clause a particular subcontract or consultant agreement for nondiscretionary technical or engineering services not specifically listed above, including laboratory analysis. The Contracting Officer will review and evaluate each request on a case-by-case basis before approving or disapproving the request.

(g) If the Contractor seeks an expedited decision regarding its initial future contracting request, the Contractor may submit its request to both the Contracting Officer and the next administrative level within the Contracting Officer's organization.

(h) A review process available to the Contractor when an adverse determination is received shall consist of a request for reconsideration to the Contracting Officer or a request for review submitted to the next administrative level within the Contracting Officer's organization. An adverse determination resulting from a request for reconsideration by the Contracting Officer will not preclude the Contractor from requesting a review by the next administrative level. Either a request for review or a request for reconsideration must be submitted to the appropriate level within 30 calendar days after receipt of the initial adverse determination.

H.17 CONTRACTOR PERFORMANCE EVALUATIONS (EPAAR 1552.209-76) (OCT 2002) DEVIATION

The contracting officer shall complete a Contractor Performance Report (Report) within ninety (90) business days after the end of each 6 months of contract performance (interim Report) or after the last 12 months (or less) of contract performance (final Report) in accordance with EPAAR 1509.170-5. The contractor shall be evaluated based on the following ratings:

0 = Unsatisfactory,
1 = Poor,
2 = Fair,
3 = Good,
4 = Excellent,
5 = Outstanding,
N/A = Not Applicable.

The contractor may be evaluated based on the following performance categories:

Quality,
Cost Control,
Timeliness of Performance,
Business Relations,
Compliance with Labor Standards,
Compliance with Safety Standards, and
Meeting Small Disadvantaged Business Subcontracting Requirements.

(a) The contracting officer shall initiate the process for completing interim Reports within five (5) business days after the end of each 6

months of contract performance by requesting the project officer to evaluate contractor performance for the interim Report. In addition, the contracting officer shall initiate the process for completing final Reports within five (5) business days after the last 12 months (or less) of contract performance by requesting the project officer to evaluate contractor performance for the final Report. The final Report shall cover the last 12 months (or less) of contract performance. Within thirty (30) business days after the project officer receives a request from the contracting officer to complete an evaluation, the project officer shall:

(1) Complete a description of the contract requirements;

(2) Evaluate contractor performance and assign a rating for quality, cost control, timeliness of performance, compliance with labor standards, and compliance with safety standards performance categories (including a narrative for each rating);

(3) Provide any information regarding subcontracts, key personnel, and customer satisfaction;

(4) Assign a recommended rating for the business relations performance category (including a narrative for the rating); and

(5) Provide additional information appropriate for the evaluation or future evaluations.

(b) The contracting officer shall:

(1) Ensure the accuracy of the project officer's evaluation by verifying that the information in the contract file corresponds with the designated project officer's ratings;

(2) Assign a rating for the business relations and meeting small disadvantaged business subcontracting requirements performance categories (including a narrative for each rating).

(3) Concur with or revise the project officer's ratings after consultation with the project officer;

(4) Provide any additional information concerning the quality, cost control, timeliness of performance, compliance with labor standards, and compliance with safety standards performance categories if deemed appropriate for the evaluation or future evaluations (if any), and provide any information regarding subcontracts, key personnel, and customer satisfaction; and

(5) Forward the Report to the contractor within ten (10) business days after the contracting officer receives the project officer's evaluation.

(c) The contractor shall be granted thirty (30) business days from the date of the contractor's receipt of the Report to review and provide a response to the contracting officer regarding the contents of the Report. The contractor shall:

(1) Review the Report;

(2) Provide a response (if any) to the contracting officer on company letter head or electronically;

(3) Complete contractor representation information; and

(4) Forward the Report to the contracting officer within the designated thirty (30) business days.

(d) The contractor's response to the Report may include written comments, rebuttals (disagreements), or additional information. If the contractor does not respond to the Report within the designated thirty (30) business days, the specified ratings in the Report are deemed appropriate for the evaluation period. In this instance, the contracting officer shall complete the Agency review and sign the Report within three (3) business days after expiration of the specified 30 business days.

(e) If the contractor submits comments, rebuttals (disagreements), or additional information to the contracting officer which contests the ratings, the contracting officer, in consultation with the project officer, shall initially try to resolve the disagreement(s) with the contractor.

(f) If the disagreement(s) is (are) not resolved between the contractor and the contracting officer, the contracting officer shall provide a written recommendation to one level above the contracting officer for resolution as promptly as possible, but no later than five (5) business days after the contracting officer is made aware that the disagreement(s) has (have) not been resolved with the contractor. The individual who is one level above the contracting officer shall:

(1) Review the contracting officer's written recommendation; and

(2) Provide a written determination to the contracting officer for summary ratings (ultimate conclusion for ratings pertaining to the performance period being evaluated) within five (5) business days after the individual one level above the contracting officer receives the contracting officer's written recommendation.

(g) If the disagreement is resolved, the contracting officer shall complete the Agency review and sign the Report within three (3) business days after consultation.

(h) The contracting officer shall complete the Agency review and sign the Report within three (3) business days after the contracting officer receives a written determination for summary ratings from one level above the contracting officer.

(i) An interim or final Report is considered completed after the contracting officer signs the Report. The contracting officer must provide a copy of completed Reports (interim and final) to the contractor within two (2) business days after completion.

H.18 ANNUAL CERTIFICATION (EPAAR 1552.210-80) (MAY 1994) DEVIATION

The Contractor shall submit an annual conflict of interest certification to the Contracting Officer. In this certification, the Contractor shall certify annually that, to the best of the Contractor's knowledge and belief, all actual or potential organizational conflicts of interest have been reported to EPA. In addition, in this annual certification, the Contractor shall certify that it has informed its personnel who perform work under EPA contracts or relating to EPA contracts of their obligation to report personal and organizational conflicts of interest to the Contractor. Such certification must be signed by a senior executive of the company and submitted in accordance with instructions provided by the Contracting Officer. The initial certification shall cover the one-year period from the date of contract award, and all subsequent certifications shall cover successive annual periods thereafter, until expiration or termination of the contract. The certification must be received by the Contracting Officer no later than 45 days after the close of the certification period covered.

H.19 BASE PERIOD BASE AND OPTION QUANTITIES

(a) The Contractor shall perform all work and provide all required reports within the level of effort specified below. The Government will order 426,000 base quantity direct labor hours for the base period, which represents the Government's best estimate of the level of effort required to fulfill the requirements of the PWS.

(b) By issuing a contract modification, the Government may increase the estimated level of effort for the Base Period by:

	Base Period Option Qty
Level of Effort (LOE)	270,000

The Government may issue a maximum of 9 orders to increase the level of effort in multiples of 30,000 hours during any given period.

(c) When these options are exercised, paragraph (a) of the "Level of Effort" clause and the "Estimated Cost" clause will be modified accordingly.

The estimated cost and fixed fee of each multiple of hours is as follows:

	Base Period Option Qty
Estimated Cost	(b)(4)
Fixed Fee	(b)(4)
Total	\$2,831,575.00

(d) If this contract contains "not to exceed amounts" for elements of other direct costs (ODCs), those amounts will be increased from the Optional Quantity ODC pool below:

	Base Period Option Qty
Total ODCs	(b)(4)

H.20 AWARD TERM EXTENSION OF THE CONTRACT

The Government has the option to extend the term of this contract for two (2), twenty-four (24) month award terms. If more than 60 days remain in the contract period of performance, the Government, without prior written notification, may extend the award

term. The Government's estimated level of effort is as follows:

	Award Term 1 Base Qty	Award Term 2 Base Qty
Level of Effort	284,000	284,000

(a) The "Period of Performance" clause will be amended to cover a base period from 9/23/2009 to 9/22/2012 and award terms from 9/23/2012 to 9/22/2014 (award term 1) and 9/23/2014 to 9/22/2016 (award term 2).

(b) Paragraph (a) of the "Level of Effort" clause will be amended to reflect a new and separate level of effort of 284,000 for the first award term and a new and separate level of effort 284,000 for the second award term.

(c) The Estimated Cost and Fixed Fee clause will be amended to reflect increased estimated costs and fixed fee for each award term as follows:

	Award Term 1	Award Term 2
Estimated Cost	(b)(4)	(b)(4)
Fixed Fee		
Total	\$22,976,542	\$24,457,231

(d) If this contract contains not to exceed amounts for elements of other direct costs (ODC), those amounts shall not exceed the following totals for the Base Quantity:

	Award Term 1	Award Term 2
Total Other Direct Costs	(b)(4)	

H.21 AWARD TERM FOR INCREASED QUANTITY - COST TYPE CONTRACT

(a) By issuing a contract modification, the Government may increase the estimated level of effort by:

	Award Term 1 Option Qty	Award Term 2 Option Qty
Level of Effort (LOE)	180,000	180,000

The Government may issue a maximum of 6 orders to increase the level of effort in multiples of 30,000 hours during any given period.

(b) When these options are exercised, paragraph (a) of the "Level of Effort" clause and the "Estimated Cost" clause will be modified accordingly.

The estimated cost and fixed fee of each multiple of hours is as follows:

	Award Term 1 Option Qty	Award Term 2 Option Qty
Estimated Cost	(b)(4)	
Fixed Fee		
Total	\$3,087,944.00	\$3,315,645.00

(c) If this contract contains "not to exceed amounts" for elements of other direct costs (ODCs), those amounts shall not exceed the totals below for the Option Quantities:

	Award Term 1 Option Qty	Award Term 2 Option Qty
Total Other Direct Costs	(b)(4)	

H.22 PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT (EPAAR 1552.227-76) (MAY 1994) DEVIATION

(a) The Contractor recognizes that Contractor employees in performing this contract may have access to data, either provided by the Government or first generated during contract performance, of a sensitive nature which should not be released to the public without Environmental Protection Agency (EPA) approval. Therefore, the Contractor agrees to obtain confidentiality agreements from all of its employees working on requirements under this contract.

(b) Such agreements shall contain provisions which stipulate that each employee agrees that the employee will not disclose, either in whole or in part, to any entity external to EPA, the Department of Justice, or the Contractor, any information or data (as defined in FAR Section 27.401) provided by the Government or first generated by the Contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the EPA Contracting Officer. If a contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the Contractor must provide immediate advance notification to the EPA so that the EPA can authorize such disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of the contract and for a period of five (5) years after completion of the contract.

(c) The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to prevent the unauthorized disclosure of information to outside entities. If such a disclosure occurs without the written permission of the EPA Contracting Officer, the Government may terminate the contract, for default or convenience, or pursue other remedies as may be permitted by law or this contract.

(d) The Contractor further agrees to insert in any subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the Contracting Officer.

H.23 INSURANCE LIABILITY TO THIRD PERSONS (EPAAR 1552.228-70) (OCT 2000)

(a) (1) Except as provided in subparagraph (2) below, the Contractor shall provide and maintain workers' compensation, employer's liability, comprehensive general liability (bodily injury), and comprehensive automobile liability (bodily injury and property damage) insurance, and such other insurance as the Contracting officer may require under this contract.

(2) The Contractor may, with the approval of the Contracting officer, maintain a self-insurance program; provided that, with respect to workers' compensation, the Contractor is qualified pursuant to statutory authority.

(3) All insurance required by this paragraph shall be in a form and amount and for those periods as the Contracting officer may require or approve and with insurers approved by the Contracting officer.

(b) The Contractor agrees to submit for the Contracting officer's approval, to the extent and in the manner required by the Contracting officer, any other insurance that is maintained by the Contractor in connection with the performance of this contract and for which the Contractor seeks reimbursement.

(c) The Contractor shall be reimbursed for that portion of the reasonable cost of insurance allocable to this contract, and required or approved under this clause, in accordance with its established cost accounting practices.

H.24 INSURANCE COVERAGE (EP 52.228-100) (JUL 1993)

As provided in paragraph (a)(1) of EPAAR 1552.228-70, "Insurance Liability to Third Persons", the Contractor shall maintain the minimum amounts of liability insurance coverage set forth in FAR 28.307-2, unless otherwise required by the Contracting Officer.

H.25 STATE AND LOCAL TAXES

In accordance with FAR 29.303 and FAR 31.205-41, the Contractor or any subcontractor under this contract shall not be reimbursed for payment of any State and local taxes for which an exemption is available. The Contractor is responsible for determining the availability of State and local tax exemptions and obtaining such exemptions, if available. The Contractor shall include this clause, suitably modified to identify the parties, in all subcontracts at any tier. The Contractor shall notify the Contracting Officer if problems arise in obtaining a State and local tax exemption. The contractor may seek a waiver by the Contracting Officer from this requirement if the administrative burden of seeking an exemption appears to outweigh the potential savings to the Government.

H.26 SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY (EPAAR 1552.235-70) (APR 1984) DEVIATION

(a) Whenever collecting information under this contract, the Contractor agrees to comply with the following requirements:

(1) If the Contractor collects information from public sources, such as books, reports, journals, periodicals, public records, or other sources that are available to the public without restriction, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(2) If the Contractor collects information from a State or local Government or from a Federal agency, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(3) If the Contractor collects information directly from a business or from a source that represents a business or businesses, such as a trade association:

(i) Before asking for the information, the Contractor shall identify itself, explain that it is performing contractual work for the Environmental Protection Agency, identify the information that it is seeking to collect, explain what will be done with the information, and give the following notice:

(A) You may, if you desire, assert a business confidentiality claim covering part or all of the information. If you do assert a claim, the information will be disclosed by EPA only to the extent, and by means of the procedures, set forth in 40 CFR Part 2, Subpart B.

(B) If no such claim is made at the time this information is received by the Contractor, it may be made available to the public by the Environmental Protection Agency without further notice to you.

(C) The Contractor shall, in accordance with FAR Part 9, execute a written agreement regarding the limitations of the use of this information and forward a copy of the agreement to the Contracting Officer.

(ii) Upon receiving the information, the Contractor shall make a written notation that the notice set out above was given to the source, by whom, in what form, and on what date.

(iii) At the time the Contractor initially submits the information to the appropriate program office, the Contractor shall submit a list of these sources, identify the information according to source, and indicate whether the source made any confidentiality claim and the nature and extent of the claim.

(b) The Contractor shall keep all information collected from nonpublic sources confidential in accordance with the clause in this contract entitled "Treatment of Confidential Business Information" as if it had been furnished to the Contractor by EPA.

(c) The Contractor agrees to obtain the written consent of the Contracting Officer, after a written determination by the appropriate program office, prior to entering into any subcontract that will require the subcontractor to collect information. The Contractor agrees to include this clause, including this paragraph (c), and the clause entitled "Treatment of Confidential Business Information" in all subcontracts awarded pursuant to this contract that require the subcontractor to collect information.

H.27 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-71) (APR 1984) DEVIATION

(a) The Contracting Officer, after a written determination by the appropriate program office, may disclose confidential business information (CBI) to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the CBI only under the following conditions:

(1) The Contractor and Contractor's employees shall: (i) use the CBI only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than properly cleared EPA employees without the prior written approval of the Assistant General Counsel for Contracts and Information Law; and (iii) return to the Contracting Officer all copies of the information, and any abstracts or excerpts therefrom, upon request by the Contracting Officer, whenever the information is no longer required by the Contractor for the performance of the work required by the contract, or upon completion of the contract.

(2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(3) The Contractor agrees that these contract conditions concerning the use and disclosure of CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected businesses having a proprietary interest in the information.

(4) The Contractor shall not use any CBI supplied by EPA or obtained during performance hereunder to compete with any business to which the CBI relates.

(b) The Contractor agrees to obtain the written consent of the CO, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of CBI by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

H.28 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (TSCA) (EPAAR 1552.235-76) (APR 1996)

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose confidential business information (CBI) to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the CBI only under the following conditions:

(1) The Contractor and Contractor's employees shall (i) use the CBI only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than properly cleared EPA employees without the prior written approval of the Assistant General Counsel for Information Law or his/her designee; and (iii) return the CBI to the PO or his/her designee, whenever the information is no longer required by the Contractor for performance of the work required by the contract, or upon completion of this contract.

(2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(3) The Contractor agrees that these contract conditions concerning the use and disclosure of CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected businesses having a proprietary interest in the information.

(4) The Contractor shall not use any CBI supplied by EPA or obtained during performance hereunder to compete with any business to which the CBI relates.

(b) The Contractor agrees to obtain the written consent of the CO, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of CBI by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

H.29 DATA SECURITY FOR FEDERAL INSECTICIDE, FUNGICIDE, AND RODENTICIDE ACT CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-77) (DEC 1997) DEVIATION

The Contractor shall handle Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) confidential business information (CBI) in accordance with the contract clause entitled "Treatment of Confidential Business Information" and "Screening Business Information for Claims of Confidentiality," the provisions set forth below, and the Contractor's approved detailed security plan.

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose FIFRA CBI to the contractor necessary to carry out the work required under this contract. The Contractor shall protect all FIFRA CBI to which it has access (including CBI used in its computer operations) in accordance with the following requirements:

(1) The Contractor and Contractor's employees shall follow the security procedures set forth in the FIFRA Information Security Manual. The manual may be obtained from the Project Officer (PO) or the Chief, Information Services Branch (ISB), Program Management and Support Division, Office of Pesticide Programs (OPP) (H7502C), U.S. Environmental Protection Agency, Ariel Rios Building, 1200 Pennsylvania Avenue, N.W., Washington, DC 20460.

(2) The Contractor and Contractor's employees shall follow the security procedures set forth in the Contractor's security plan(s) approved by EPA.

(3) Prior to receipt of FIFRA CBI by the Contractor, the Contractor shall ensure that all employees who will be cleared for access to FIFRA CBI have been briefed on the handling, control, and security requirements set forth in the FIFRA Information Security Manual.

(4) The Contractor Document Control Officer (DCO) shall obtain a signed copy of the FIFRA "Contractor Employee Confidentiality Agreement" from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(b) The Contractor agrees that these requirements concerning protection of FIFRA CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected business having a proprietary interest in the information.

(c) The Contractor understands that CBI obtained by EPA under FIFRA may not be disclosed except as authorized by the Act, and that any unauthorized disclosure by the Contractor or the Contractor's employees may subject the Contractor and the Contractor's employees to the criminal penalties specified in FIFRA (7 U.S.C. 136h(f)). For purposes of this contract, the only disclosures that EPA authorizes the Contractor to make are those set forth in the clause entitled "Treatment of Confidential Business Information."

(d) The Contractor agrees to include the provisions of this clause, including this paragraph (d), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

(e) At the request of EPA or at the end of the contract, the Contractor shall return to the EPA PO or his/her designee all documents, logs, and magnetic media which contain FIFRA CBI. In addition, each Contractor employee who has received FIFRA CBI clearance will sign a "Confidentiality Agreement for Contractor Employees Upon Relinquishing FIFRA CBI Access Authority." The Contractor DCO will also forward those agreements to the EPA PO or his/her designee, with a copy to the CO, at the end of the contract.

(f) If, subsequent to the date of this contract, the Government changes the security requirements, the CO shall equitably adjust affected provisions of this contract, in accordance with the "Changes" clause when:

(1) The Contractor submits a timely written request for an equitable adjustment; and

(2) The facts warrant an equitable adjustment.

H.30 RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-79) (APR 1996) DEVIATION

(a) The Environmental Protection Agency (EPA) may find it necessary to release information submitted by the Contractor either in response to this solicitation or pursuant to the provisions of this contract, to individuals not employed by EPA. Business information that is ordinarily entitled to confidential treatment under existing Agency regulations (40 C.F.R. Part 2) may be included in the information released to these individuals. Accordingly, by submission of this proposal or signature on this contract or other contracts, the Contractor hereby consents to a limited release of its confidential business information (CBI).

(b) Possible circumstances where the Agency may release the Contractor's CBI include, but are not limited to the following:

(1) To other Agency contractors tasked with assisting the Agency in the recovery of Federal funds expended pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sec. 9607, as amended, (CERCLA or Superfund);

(2) To the U.S. Department of Justice (DOJ) and contractors employed by DOJ for use in advising the Agency and representing the Agency in procedures for the recovery of Superfund expenditures;

(3) To parties liable, or potentially liable, for costs under CERCLA Sec. 107 (42 U.S.C. Sec. 9607), et al, and their insurers (Potentially Responsible Parties) for purposes of facilitating settlement or litigation of claims against such parties;

(4) To other Agency contractors who, for purposes of performing the work required under the respective contracts, require access to information the Agency obtained under the Clean Air Act (42 U.S.C. 7401 et seq.); the Federal Water Pollution Control Act (33 U.S.C.1251 et seq.); the Safe Drinking Water Act (42 U.S.C. 300f et seq.); the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.); the Toxic Substances Control Act (15 U.S.C. 2601 et seq.); or the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601 et seq.);

(5) To other Agency contractors tasked with assisting the Agency in handling and processing information and documents in the administration of Agency contracts, such as providing both preaward and post award audit support and specialized technical support to the Agency's technical evaluation panels;

(6) To employees of grantees working at EPA under the Senior Environmental Employment (SEE) Program;

(7) To Speaker of the House, President of the Senate, or Chairman of a Committee or Subcommittee;

(8) To entities such as the General Accounting Office, boards of contract appeals, and the Courts in the resolution of solicitation or contract protests and disputes;

(9) To Agency contractor employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions for the Agency; and

(10) Pursuant to a court order or court-supervised agreement.

(c) The Agency recognizes an obligation to protect the contractor from competitive harm that may result from the release of such information to a competitor. (See also the clauses in this document entitled "Screening Business Information for Claims of Confidentiality" and "Treatment of Confidential Business Information.") Except where otherwise provided by law, the Agency will permit the release of CBI under subparagraphs (1), (3), (4), (5), (6), or (9) only pursuant to a confidentiality agreement.

(d) With respect to contractors, 1552.235-71 will be used as the confidentiality agreement. With respect to Potentially Responsible Parties, such confidentiality agreements may permit further disclosure to other entities where necessary to further settlement or litigation of claims under CERCLA. Such entities include, but are not limited to accounting firms and technical experts able to analyze the information, provided that they also agree to be bound by an appropriate confidentiality agreement.

(e) This clause does not authorize the Agency to release the Contractor's CBI to the public pursuant to a request filed under the Freedom of Information Act.

(f) The Contractor agrees to include this clause, including this paragraph (f), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of confidential business information by the subcontractor.

H.31 ACCESS TO CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-80) (OCT 2000) DEVIATION

It is not anticipated that it will be necessary for the contractor to have access to confidential business information (CBI) during the performance of tasks required under this contract. However, the following applies to any and all tasks under which the contractor will or may have access to CBI:

The contractor shall not have access to CBI submitted to EPA under any authority until the contractor obtains from the Project Officer a certification that the EPA has followed all necessary procedures under 40 CFR part 2, subpart B (and any other applicable procedures), including providing, where necessary, prior notice to the submitters of disclosure to the contractor.

H.32 TECHNICAL DIRECTION (EPAAR 1552.237-71) (APR 1984) DEVIATION

(a) The Project Officer is the primary representative of the Contracting Officer authorized to provide technical direction on contract performance.

(b) Individuals other than the Project Officer may be authorized to provide technical direction. If individuals other than the Project Officer are authorized to provide technical direction, their names will be specified in the contract, delivery order, work assignment or technical direction document as appropriate. A Delivery Order Project Officer, Work Assignment Manager or Task Manager is authorized to provide technical direction, subject to the limitations set forth below, only on his/her delivery order, work assignment or technical direction document.

(c) Technical direction includes:

- (1) Direction to the contractor which assists the contractor in accomplishing the Statement of Work.
- (2) Comments on and approval of reports or other deliverables.

(d) Technical direction must be within the contract and the delivery order, work assignment or technical direction document statement of work. The Project Officer or any other technical representative of the Contracting Officer does not have the authority to issue technical direction which (1) institutes additional work outside the scope of the contract, delivery order, work assignment or technical direction document; (2) constitutes a change as defined in the "Changes" clause; (3) causes an increase or decrease in the estimated cost of the contract, delivery order, work assignment or technical direction document; (4) alters the period of performance; or (5) changes any of the other express terms or conditions of the contract, delivery order, work assignment or technical direction document.

(e) Technical direction will be issued in writing or confirmed in writing within five (5) calendar days after verbal issuance. One copy of the technical direction memorandum will be forwarded to the Contracting Officer and the Project Officer.

H.33 KEY PERSONNEL (EPAAR 1552.237-72) (APR 1984)

(a) The Contractor shall assign to this contract the following key personnel:

EDISON, NJ	NAME
Program Manager	(b)(4)
Deputy Program Manager	
Health and Safety Officer	
Quality Assurance/Quality Control Officer	
Senior Mass Spectrometry /Mass Spectrometry Chemist	
Senior Gas Chromatography /Mass Spectrometry Chemist	
X-Ray Fluorescence /Atomic Absorption/ Chemist	
Inductive Couple Plasma, ICP/Mass Spectrometry Chemist	
Sr. Meteorologist/Modeler (Environmental Scientist)	
Chemist (Air/Response)	
Groundwater Modeler	
Hydrogeologist	
Geophysicist	
Project Engineer (Treatment/ Remediation)	
Human Health Risk Assessor/Toxicology	
Eco Risk Assessor (Aquatic Toxicology)	
Eco Risk Assessor (Terrestrial Toxicology)	
LAS VEGAS, NEVADA	
Senior Mass Spectrometry /Mass Spectrometry Chemist	

(b) During the first one-hundred, eighty (180) calendar days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) of this clause. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

H.34 PAPERWORK REDUCTION ACT (EPAAR 1552.237-75) (APR 1984) DEVIATION

If it is established at award or subsequently becomes a contractual requirement to collect identical information from ten (10) or more public respondents, the Paperwork Reduction Act of 1980, 44 U.S.C. 3501 et seq. applies. In that event, the Contractor shall not take any action to solicit information from any of the public respondents until notified in writing by the Contracting Officer that the required Office of Management and Budget (OMB) final clearance was received.

H.35 GOVERNMENT - CONTRACTOR RELATIONS (JUN 99) (EPAAR 1552.237-76) (JUN 1999)

(a) The Government and the Contractor understand and agree that the services

to be delivered under this contract by the contractor to the Government are non-personal services and the parties recognize and agree that no employer-employee relationship exists or will exist under the contract between the Government and the Contractor's personnel. It is, therefore, in the best interest of the Government to afford both parties a full understanding of their respective obligations.

(b) Contractor personnel under this contract shall not:

(1) Be placed in a position where they are under the supervision, direction, or evaluation of a Government employee.

(2) Be placed in a position of command, supervision, administration or control over Government personnel, or over personnel of other Contractors under other EPA contracts, or become a part of the Government organization.

(3) Be used in administration or supervision of Government procurement activities.

(C) Employee Relationship:

(1) The services to be performed under this contract do not require the Contractor or his/her personnel to exercise personal judgment and discretion on behalf of the Government. Rather the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.

(2) Rules, regulations, directives, and requirements that are issued by the U.S. Environmental Protection Agency under its responsibility for good order, administration, and security are applicable to all personnel who enter the Government installation or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

(d) Inapplicability of Employee Benefits: This contract does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.

(1) Payments by the Government under this contract are not subject to Federal income tax withholdings.

(2) Payments by the Government under this contract are not subject to the Federal Insurance Contributions Act.

(3) The Contractor is not entitled to unemployment compensation benefits under the Social Security Act, as amended, by virtue of performance of this contract.

(4) The Contractor is not entitled to workman's compensation benefits by virtue of this contract.

(5) The entire consideration and benefits to the Contractor for performance of this contract is contained in the provisions for payment under this contract.

(e) Notice. It is the Contractor's, as well as, the Government's responsibility to monitor contract activities and notify the Contracting Officer if the Contractor believes that the intent of this clause has been or may be violated.

(1) The Contractor should notify the Contracting Officer in writing promptly, within 5 calendar days from the date of any incident that the Contractor considers to constitute a violation of this clause. The notice should include the date, nature and circumstance of the conduct, the name, function and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct, identify any documents or substance of any oral communication involved in the conduct, and the estimate in time by which the Government must respond to this notice to minimize cost, delay or disruption of performance.

(2) The Contracting Officer will promptly, within 7 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:

(i) confirm that the conduct is in violation and when necessary direct the mode of further performance,

(ii) countermand any communication regarded as a violation,

(iii) deny that the conduct constitutes a violation and when necessary direct the mode of further performance; or

(iv) in the event the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by which it should be furnished by the Contractor and the date thereafter by which the Government will respond.

H.36 REHABILITATION ACT NOTICE (EPAAR 1552.239-70) (OCT 2000)

(a) EPA has a legal obligation under the Rehabilitation Act of 1973, 29 U.S.C. 791, to provide reasonable accommodation to persons with disabilities who wish to attend EPA programs and activities. Under this contract, the contractor may be required to provide support in connection with EPA programs and activities, including conferences, symposia, workshops, meetings, etc. In such cases, the contractor shall, as applicable, include in its draft and final meeting announcements (or similar documents) the following notice:

It is EPA's policy to make reasonable accommodation to persons with disabilities wishing to participate in the agency's programs and activities, pursuant to the Rehabilitation Act of 1973, 29 U.S.C. 791. Any request for accommodation should be made to the specified registration contact for a particular program or activity, preferably one month in advance of the registration deadline, so that EPA will have sufficient time to process the request.

(b) Upon receipt of such a request for accommodation, the contractor shall

immediately forward the request to the EPA contracting officer, and provide a copy to the appropriate EPA program office. The contractor may be required to provide any accommodation that EPA may approve. However, in no instance shall the contractor proceed to provide an accommodation prior to receiving written authorization from the contracting officer.

(c) The contractor shall insert in each subcontract or consultant agreement placed hereunder provisions that shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the contracting officer.

H.37 ACCESS TO EPA COMPUTERS (EP 52.239-101) (FEB 1986)

The personnel listed below have been authorized access to EPA computers in the performance of this contract. In the event of changes to this listing through a reassignment, resignation, termination, completion of a task or any other reason making such access unnecessary, the Contractor shall immediately notify the Contracting Officer.

NONE

H.38 FABRICATION OR ACQUISITION OF NONEXPENDABLE PROPERTY (EPAAR 1552.245-72) (APR 1984) DEVIATION

The Contractor shall not fabricate nor acquire under this contract, either directly or indirectly through a subcontract, any item of nonexpendable property without written approval from the Contracting Officer.

H.39 PUBLIC COMMUNICATION

The Contractor shall not represent itself as EPA to outside parties. To maintain public trust and to not mislead the public, the Contractor shall, when communicating with outside parties, explain that it is an Agency Contractor. All Contractors, subcontractors, and consultant personnel shall wear visibly displayed identification badges at all times when performing tasks under this contract and when interacting with EPA officials, federal agencies, state, tribal, and local governments, business, industry, and the general public. The badge shall contain the individuals, name, the company's name and logo. The office space occupied by the contracting staff in any location that is also occupied by EPA employees shall be identified with appropriate signs that include the contractor's name. When participating in any event and/or discussion, contractor staff shall verbally identify themselves as contractor personnel so that there is no possible appearance of being an EPA Official.

H.40 SECURITY REQUIREMENTS FOR CONTRACTORS PERFORMING SERVICES ON-SITE FOR ENVIRONMENTAL PROTECTION AGENCY

(a) Definitions: For purposes of this clause, on-site refers to any federally-owned or leased space and any commercial space primarily occupied by federal workers. It also includes EPA designated superfund sites regardless of whether or not they are federally-owned or leased.

(b) Contractor employees working under this contract who will perform work

on-site shall be subject to security screening requirements. Contractors are responsible for performing the background checks and for screening unacceptable candidates from the pool of on-site workers. Contractors are required to maintain records of background checks and to make them available for Government review upon demand.

(c) The Contractor is responsible for completing a background check on each of his employees prior to the employees beginning work on-site. To be valid, a background check must have been performed within the 6 month period prior to the employee beginning on-site work. At a minimum, the background check will include:

1. National criminal and civil records;
2. Credit report;
3. Social security number trace;
4. Verification of US citizenship or legal resident status;
5. Written inquiries to appropriate local law-enforcement agencies, former employers and supervisors, references, and schools attended by the person under investigation; and
6. Professional license and certification verification.

(d) EPA may designate certain contractor employees who will be subject to higher levels of scrutiny. In those instances, the employee and the parameters of the investigation will be specified in this clause.

(e) Whenever a contractor becomes aware that the retention of an employee for work at an on-site location under an EPA contract is inconsistent with the interests of national security, such information shall be immediately provided to the Contracting Officer, and the employee shall be immediately removed from the site and replaced with a qualified substitute.

(f) The Contractor agrees to insert terms that conform substantially to the language of this clause in all subcontracts under this contract.

H.41 EPAAR 1552.219-73 SMALL DISADVANTAGE BUSINESS TARGETS (LOCAL CPOD 19-04)
(MAR 2005) DEVIATION

((a) In accordance with FAR 19.1202-4(a) and CPOD 19-02, the following small disadvantaged business (SDB) participation targets proposed by the contractor are hereby incorporated into and made part of the contract:

Contractor Targets	NAICS industry subsector(s)	Dollars	Percentage of Total Contract Value

Total Prime Contractor Targets (including joint venture partners and team members)	(b)(4)	
Total Subcontract Targets		

(b) The following specifically identified SDB(s) was (were) considered under the Section M - SDB participation evaluation factor or subfactor (continue on separate sheet if more space is needed):

1.	(b)(4)	
2.		

The contractor shall promptly notify the contracting officer of any substitution of firms if the new firms are not SDB concerns.

(c) In accordance with FAR 52.219-25, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting, the contractor shall report on the participation of SDB concerns in the performance of the contract no less than thirty (30) calendar days prior to each annual contractor performance evaluation [contracting officer may insert the dates for each performance evaluation (i.e., every 12 months after the effective date of contract)] or as otherwise directed by the contracting officer.

H.42 ID PASSES (LOCAL LC-01-01) (DEC 2001)

a. The contractor shall arrange with the Project Officer for the issuance, by the Government, of a photo identification badge to all consultants, prime contractor and any tier subcontractor personnel working at EPA facilities under the terms and conditions of this contract. This photo identification badge will be issued PRIOR TO THE CONTRACTOR employee ENTERING ON DUTY AT AN EPA facility. If an employee site clearance report is required elsewhere in this contract, the photo identification badge will be issued only upon the Project Officer's approval of a favorable site clearance report.

b. The contractor shall instruct all personnel issued photo identification badges to display their badges at all times while the employee is at an EPA facility.

c. The contractor shall return all photo identification badges to the Project Officer upon the dismissal or termination of an employee or when the contract expires, whichever event occurs first.

d. The contractor shall immediately notify the Project Officer, in writing, when an employee has lost or is unable to locate his or her photo identification badge.

e. The contractor shall inform all new consultants, prime contractor and any tier subcontractor personnel requiring access to an EPA facility to display personal identification, such as a driver's license; social security card; passport; etc. to the Project Officer, prior to entering the EPA facility for the first time to have the photo identification badge made. The contractor employee will be instructed by the contractor to continue to display such personal identification to the Project Officer until such time a photo identification badge is provided.

H.43 INCORPORATION OF CONTRACTOR'S PLANS

The Contractor's Plans listed below, dated 6/3/09, is hereby incorporated into the contract in its entirety. In the case of any conflict between the Contractor's Plans and the terms and conditions of this contract, the provisions of FAR 52.215-8, ORDER OF PRECEDENCE (Section I.1, by reference) shall prevail.

PLAN
Quality Management Plan/Quality Assurance Project Plan
Health & Safety Plan
Mobilization Plan
Subcontract Management Plan
Medical Monitoring Plan
Conflict of Interest Plan

H.44 WORKERS' COMPENSATION, EMPLOYER'S LIABILITY, GENERAL LIABILITY, AND AUTOMOBILE LIABILITY (LOCAL LC-28-07) (DEC 2001)

As required by the clause entitled, "Insurance--Liability to Third Persons" (FAR 52.228-7), the contractor shall provide and maintain workers' compensation, employer's liability, comprehensive general liability (bodily injury), and comprehensive automobile liability (bodily injury and property damage) insurance. Minimum protection shall be in amounts not less than those prescribed below:

(a) Bodily Injury - Minimum of \$500,000 per occurrence

(b) Property Damage - Minimum of \$100,000 per occurrence, \$200,000 in the aggregate

(c) Automobile Liability - Minimum of \$200,000 per person and \$500,000 per occurrence for bodily injury, and \$20,000 per occurrence for property damage.

Satisfactory proof of binder by an acceptable insurer shall be furnished to the Contracting Officer prior to commencement of work.

H.45 APPROVAL OF CONTRACTOR TRAVEL (LOCAL LC-31-08) (DEC 2001)

(a) Any contractor travel which may be directly charged to the contract must be authorized in advance by the Project Officer. This approval shall be separate from the process associated with the approval of work plans. (See paragraph (f) below).

(b) Travel shall be authorized under this contract only when the travel is required to provide a direct service (including management oversight) or specific product to the Government that is identified in the contract's Statement Of Work (and/or any applicable work assignment). The contractor shall identify the need for travel in any work plans submitted and shall clearly identify in an accompanying narrative the relationship of the travel to the direct service required by the Government. Unless/until the Project Officer specifically approves the travel proposed under a work assignment (apart from approval of the remainder of the work assignment- see paragraph (e) below), the contractor shall not perform travel. Travel and associated costs for such travel (lodging, per diem, and incidental expenses) shall be allowable only in accordance with the limitations of FAR 31.205-43 and FAR 31.205-46.

(c) Travel expenses for Federal employees shall not be an allowable cost under this contract. Travel approval shall not be rendered for any personnel (including for example State or local government officials, academicians, etc.) except for employees of the contractor, or an authorized subcontractor or consultant, who are performing a bona fide function to accomplish the Statement of Work.

(d) The advance approval of travel covered in this clause does not apply to local transportation. Local transportation, for this contract, is defined as travel within 100 miles from the contractor personnel's assigned work location for performance of the contract that does not involve an overnight stay.

(e) To obtain the approval for travel, the contractor shall submit a separate written request to the Project Officer for each instance of travel for the contractor (including subcontractors/consultants) that is contemplated as a direct charge under the contract. The request shall include (at a minimum) the following information:

1. Individual(s) traveling. Identify position and affiliation as a contractor/subcontractor employee or authorized consultant.

2. Description of circumstances necessitating the travel. Identify the work assignment(s) that will benefit from the travel and detail the correlation of the travel to the requirements of the Statement Of Work.

3. Identify the estimated cost and include a cost breakdown. Explain why this is the most cost effective means to fulfill the contract requirements.

(f) Approval of work plans that include travel as an other direct cost element shall not be construed to mean the travel is approved; i.e., separate approval shall be obtained from the Project Officer.

(g) While on travel, Contractor personnel shall clearly identify corporate affiliation at the start of any meeting. While attending EPA-sponsored meetings, conferences, symposia, etc. or while on a Government site, Contractor personnel shall wear a badge which identifies the individual as a contractor employee. Contractor personnel are strictly prohibited from acting as a representative of the Agency at meetings, conferences, symposia, etc.

H.46 APPROVAL OF TRAINING (LOCAL LC-31-09) (DEC 2001)

1. The contractor shall provide and maintain a qualified staff of personnel to meet the requirements of the Statement of Work. The contractor shall provide training to keep its personnel abreast of changes to the science and/or technology associated with the requirements of the contract. In addition, the contractor shall ensure that its personnel receive appropriate safety, health and environmental training in accordance with Federal, state and local requirements prior to assigning any task that require such training. The contractor shall provide documentation of such training upon the request of the Project Officer and/or Contracting Officer.

The Government will not directly reimburse the cost for contractor employees to meet or maintain minimal contract requirements or to obtain and sustain an appropriate level of professionalism. Any direct charges for training will only be considered for reimbursement under this contract by compliance with the procedures set forth in paragraph (2) below.

2. There may be occasions when it is determined to be in the best interest of the Government to reimburse the contractor for the direct cost of training associated with a requirement that represents a unique Government need unrecognized at the time of contract award. When such circumstances occur, the contractor shall secure the Contracting Officer's prior written approval by submitting a written request through the Project Officer that includes, at a minimum the following information:

a. Individual to be trained (Identify position and job duties under contract.)

b. Description of circumstances necessitating the training. (Describe the specific change to the performance requirements. Identify by number and title of the work assignment(s) that will benefit from training and describe in detail how the training relates to the Statement Of Work and job duties under the contract.)

c. Estimated cost (Include a cost breakdown. Explain why this is the most cost effective means to fulfill the contract requirements.)

3. The Contracting Officer will provide the contractor with written approval or disapproval of the request. Approval of work plans that include training as an other direct cost element shall not be construed to mean the training is

approved; i.e., the contractor shall obtain written approval pursuant to the terms of this clause. Training billed as a direct cost shall be disallowed by the Contracting Officer unless approved pursuant to the terms of this clause.

H.47 AUTHORIZED REPRESENTATIVES OF THE PROJECT OFFICER (LOCAL LC-42-20) (DEC 2001)

The Work Assignment Manager (WAM) referenced in the Clause entitled "TECHNICAL DIRECTION (DEVIATION)", is the individual authorized by the Contracting Officer on an individual Work Assignment (WA) to:

- 1) receive WA deliverables;
- 2) to receive copies of monthly progress reports specific to the WA(s) for which the WAM is authorized;
- 3) to attend meetings with the project officer and contractor in order to monitor progress of those WAs for which he/she is cognizant; and
- 4) to provide technical direction on those WAs subject to the limitations of the above "TECHNICAL DIRECTION (DEVIATION)" clause.

H.48 GOVERNMENT HOLIDAYS (LOCAL LRT-04-02) (DEC 2001) DEVIATION

The following holidays are observed by the Government and the normal operation of the facilities will be closed on these days:

New Year's Day
 Martin Luther King's Birthday
 Presidents' Birthday
 Memorial Day
 Independence Day
 Labor Day
 Columbus Day
 Veterans' Day
 Thanksgiving Day
 Christmas Day

H.49 SPECIAL REPORTING REQUIREMENT: REGULATORY ASSISTANCE (LOCAL LRT-04-03) (DEC 2001)

As concerns any work assignment which requires the Contractor to provide services that involve or relate to the development of regulations, the Contractor shall:

- (a) submit reports that contain recommendations and that explain and rank policy or action alternatives, if any;
- (b) describe what procedures were used to arrive at or which support the Contractor's recommendations;
- (c) summarize the substance of their deliberations;

- (d) report any dissenting views;
- (e) list sources relied upon; and
- (f) otherwise make clear the methods and considerations upon which the Contractor's recommendations are based.

The Contracting Officer will specify whether this Special Reporting Requirement is applicable to the work encompassed by any particular work assignment.

[Source of Reporting Requirement: OFPP Letter 93-1, "Management Oversight of Service Contracting", May 18, 1994] SPECIAL REPORTING REQUIREMENT: REGULATORY ASSISTANCE (RTP-H-6)

H.50 RELOCATION EXPENSES

Relocation expenses associated with contract transition and start-up activities only are accepted at a ceiling amount of \$55,000. After contract start-up is complete, the contractor shall obtain approval from the Contract Officer for any planned relocation expenses. The relocation expenses will be incurred as an other direct charge to the contract. Relocation will only be approved when a qualified candidate can not be located within commuting distance of the Edison, NJ, Las Vegas, NV facilities or the Research Triangle Park (RTP) on-site location.

H.51 TRAVEL REQUIREMENTS

Availability of Travel Discounts to Cost Reimbursable Contractors (CRCs)

Some travel discounts (transportation costs under city/pair contracts, hotel/motel rates, and rental car rates) negotiated by the General Services Administration (GSA) for Government employees may be extended at the discretion of the vendor to cost reimbursable contractors (CRCs) performing official Government travel under a Government contract. These discounts shall not be used for other than official Government travel under a Government contract.

Generally, more lodging vendors and rental car companies will extend these discounts to Government contractors than transportation vendors. Nonetheless, the contractor shall promote the use of any travel discounts available to help reduce direct reimbursement of travel expenses. The Official Airline Guide (800-323-3537) publishes The Federal Travel Directory/Federal Hotel/Motel Discount Directory and Official Airline Guide which identifies CRCs purchase contract fares when traveling on official Government business and the required method of payment. The Directory is for sale to businesses (\$107.00 per year). Information about this product is available on the INTERNET at <http://www.oag.com>.

To request these discounts, CRCs must furnish a letter of identification on EPA letterhead signed by an authorizing Government CO. A sample letter follows:

OFFICIAL AGENCY LETTERHEAD

TO: Contract Service Provider

SUBJECT: Official Travel of Government Contractor

(FULL NAME OF TRAVELER), the bearer of this letter, is an employee of (COMPANY NAME) which has a contract with this Agency under Government contract (CONTRACT NUMBER). During the period of the contract (GIVE DATES), the employee is eligible and authorized to use available discount rates in accordance with your contract and/or agreement with the General Services Administration.

I realize that Government contract rates are available to Government contractors only at your option, but hope that you will be willing to offer these rates to the above non-mandatory user. I understand that unless you allow this, the employee is NOT eligible and NOT authorized to use available Government discount rates. Thank you for your consideration in this matter.
SIGNATURE, TITLE AND TELEPHONE NUMBER OF CONTRACTING OFFICER.

This letter shall be provided to the contractor upon award of the contract. The contractor shall utilize the available discounts to the maximum extent possible during the life of this contract.

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 NOTICE Listing Contract Clauses Incorporated by Reference

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.202-1	JUL 2004	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	SEP 2007	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.204-4	AUG 2000	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER
52.204-7	APR 2008	CENTRAL CONTRACTOR REGISTRATION
52.209-6	SEP 2006	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (SEP 2006)
52.215-2	JUN 1999	AUDIT AND RECORDS--NEGOTIATION
52.215-8	OCT 1997	ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT
52.215-15	OCT 2004	PENSION ADJUSTMENT AND ASSET REVERSIONS
52.215-18	JUL 2005	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS
52.216-7	DEC 2002	ALLOWABLE COST AND PAYMENT
52.216-8	MAR 1997	FIXED FEE
52.219-8	MAY 2004	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-9	APR 2008	SMALL BUSINESS SUBCONTRACTING PLAN
52.222-3	JUN 2003	CONVICT LABOR
52.222-35	SEP 2006	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES

52.222-37	SEP 2006	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)
52.222-41	NOV 2007	SERVICE CONTRACT ACT OF 1965
52.223-6	MAY 2001	DRUG-FREE WORKPLACE
52.223-10	AUG 2000	WASTE REDUCTION PROGRAM
52.223-15	DEC 2007	ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS
52.223-16	DEC 2007	IEEE 1680 STANDARD FOR THE ENVIRONMENTAL ASSESSMENT OF PERSONAL COMPUTER PRODUCTS
52.224-1	APR 1984	PRIVACY ACT NOTIFICATION
52.224-2	APR 1984	PRIVACY ACT
52.225-14	FEB 2000	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT
52.226-4	NOV 2007	NOTICE OF DISASTER OR EMERGENCY AREA SET-ASIDE
52.227-1	DEC 2007	AUTHORIZATION AND CONSENT
52.227-2	DEC 2007	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-3	APR 1984	PATENT INDEMNITY
52.227-14	DEC 2007	RIGHTS IN DATA--GENERAL
52.227-14	DEC 2007	RIGHTS IN DATA--GENERAL ALTERNATE II (DEC 2007)
52.227-14	DEC 2007	RIGHTS IN DATA--GENERAL ALTERNATE III (DEC 2007)
52.227-14	DEC 2007	RIGHTS IN DATA--GENERAL ALTERNATE V (DEC 2007)
52.227-16	JUN 1987	ADDITIONAL DATA REQUIREMENTS
52.229-3	APR 2003	FEDERAL, STATE, AND LOCAL TAXES
52.230-2	APR 1998	COST ACCOUNTING STANDARDS
52.230-6	MAR 2008	ADMINISTRATION OF COST ACCOUNTING STANDARDS
52.232-1	APR 1984	PAYMENTS
52.232-8	FEB 2002	DISCOUNTS FOR PROMPT PAYMENT
52.232-11	APR 1984	EXTRAS
52.232-17	JUN 1996	INTEREST
52.232-18	APR 1984	AVAILABILITY OF FUNDS
52.232-20	APR 1984	LIMITATION OF COST
52.232-22	APR 1984	LIMITATION OF FUNDS
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	OCT 2008	PROMPT PAYMENT ALTERNATE I (FEB 2002)
52.232-34	MAY 1999	PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN CENTRAL CONTRACTOR REGISTRATION
52.233-1	JUL 2002	DISPUTES ALTERNATE I (DEC 1991)
52.233-3	AUG 1996	PROTEST AFTER AWARD ALTERNATE I (JUN 1985)
52.233-4	OCT 2004	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM
52.237-2	APR 1984	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION
52.237-3	JAN 1991	CONTINUITY OF SERVICES
52.242-1	APR 1984	NOTICE OF INTENT TO DISALLOW COSTS
52.242-3	MAY 2001	PENALTIES FOR UNALLOWABLE COSTS
52.242-4	JAN 1997	CERTIFICATION OF FINAL INDIRECT COSTS
52.242-13	JUL 1995	BANKRUPTCY

52.243-2	AUG 1987	CHANGES--COST REIMBURSEMENT ALTERNATE I (APR 1984)
52.243-2	AUG 1987	CHANGES -- COST REIMBURSEMENT ALTERNATE V (APR 1984)
52.246-25	FEB 1997	LIMITATION OF LIABILITY--SERVICES
52.249-6	MAY 2004	TERMINATION (COST-REIMBURSEMENT)
52.249-14	APR 1984	EXCUSABLE DELAYS
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

I.2 COVENANT AGAINST CONTINGENT FEES (FAR 52.203-5) (APR 1984)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

(b) "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

I.3 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (FAR 52.203-6) (SEP 2006) DEVIATION

(a) Except as provided in (b) of this clause, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in (a) of this clause does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed the simplified acquisition threshold.

I.4 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (FAR 52.204-9) (SEP 2007) DEVIATION

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

(See PWS)

I.5 WAIVER OF FACILITIES CAPITAL COST OF MONEY (FAR 52.215-17) (OCT 1997)

The Contractor did not include facilities capital cost of money as a proposed cost of this contract. Therefore, it is an unallowable cost under this contract.

I.6 NOTIFICATION OF OWNERSHIP CHANGES (FAR 52.215-19) (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives

are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

I.7 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (FAR 52.215-21) (OCT 1997)

(a) *Exceptions from cost or pricing data.* (1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) *Identification of the law or regulation establishing the price offered.* If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) *Information on modifications of contracts or subcontracts for commercial items.* (A) If--

(1) The original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being

submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) *Requirements for cost or pricing data.* If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

I.8 OPTION TO EXTEND SERVICES (FAR 52.217-8) (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days before contract expiration.

I.9 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (FAR 52.219-4) (JUL 2005) DEVIATION

(a) *Definition.* HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) *Evaluation preference.* (1) Offers will be evaluated by adding a factor of

10 percent to the price of all offers, except--

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and

(ii) Otherwise successful offers from small business concerns.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) *Waiver of evaluation preference.* A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference. {time} Offeror elects to waive the evaluation preference.

(d) *Agreement.* A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for (1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

I.10 LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (FAR 52.219-16) (JAN 1999)
DEVIATION

(a) "Failure to make a good faith effort to comply with the subcontracting plan", as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled "Small Business Subcontracting Plan," or willful or intentional action to frustrate the plan.

(b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion or, in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled "Small Business Subcontracting Plan," the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.

(c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.

(d) With respect to commercial plans, the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies with contracts covered by the commercial plan.

(e) The Contractor shall have the right of appeal, under the clause in this contract entitled, Disputes, from any final decision of the Contracting Officer.

(f) Liquidated damages shall be in addition to any other remedies that the Government may have.

I.11 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM -- DISADVANTAGED
STATUS AND REPORTING (FAR 52.219-25) (APR 2008)

(a) *Disadvantaged status for joint venture partners, team members, and*

subcontractors. This clause addresses disadvantaged status for joint venture partners, teaming arrangement members, and subcontractors and is applicable if this contract contains small disadvantaged business (SDB) participation targets. The Contractor shall obtain representations of small disadvantaged status from joint venture partners, teaming arrangement members, and subcontractors through use of a rovision substantially the same as paragraph (b) (1) (i) of the provision at FAR 52.219-22, Small Disadvantaged Business Status. The Contractor shall confirm that a joint venture partner, team member, or subcontractor representing itself as a small disadvantaged business concern is a small disadvantaged business concern certified by the Small Business Administration by using the Central Contractor Registration database or by contacting the SBA's Office of Small Disadvantaged Business Certification and Eligibility.

(b) *Reporting requirement.* If this contract contains SDB participation targets, the Contractor shall report on the participation of SDB concerns at contract completion, or as otherwise provided in this contract. Reporting may be on Optional Form 312, Small Disadvantaged Business Participation Report, in the Contractor's own format providing the same information, or accomplished through using the Electronic Subcontracting Reporting System's Small Disadvantaged Business Participation Report. This report is required for each contract containing SDB participation targets. If this contract contains an individual Small Business Subcontracting Plan, reports shall be submitted with the final Individual Subcontract Report at the completion of the contract.

I.12 PAYMENT FOR OVERTIME PREMIUMS (FAR 52.222-2) (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$0 or the overtime premium is paid for work--

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

I.13 PROHIBITION OF SEGREGATED FACILITIES (FAR 52.222-21) (FEB 1999) DEVIATION

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

I.14 EQUAL OPPORTUNITY (MAR 2007) (FAR 52.222-26) (MAR 2007) DEVIATION

(a) *Definition.* United States, as used in this clause, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b)(1) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(2) If the Contractor is a religious corporation, association, educational institution, or society, the requirements of this clause do not apply with respect to the employment of individuals of a particular religion to perform work connected with the carrying on of the Contractor's activities (41 CFR 60-1.5).

(c)(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of subparagraphs (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the Contracting Officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the

interests of the United States.

(d) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

I . 15 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004) (FAR 52.222-39) (DEC 2004) DEVIATION

(a) Definition. As used in this clause--

"United States" means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)
To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR Part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

- (1) Contractors and subcontractors that employ fewer than 15 persons;
- (2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;
- (3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;
- (4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--
 - (i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and
 - (ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or
- (5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--

- (1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;
- (2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or
- (3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified

acquisition threshold. Pursuant to 29 CFR Part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

I.16 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (FAR 52.222-42) (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION.

Employee Class	Monetary Wage - Fringe Benefits
Bay Operations	\$21.00
Clerical	\$21.00
Technician (Electronics)	\$21.00
Technician (Environmental)	\$21.00
Technician (Geoprobe/Drilling)	\$21.00
Technician (Driver) w/CDL	\$21.00
Technician (Air)	\$21.00

I.17 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (FAR 52.223-5) (AUG 2003) DEVIATION

(a) Definitions. As used in this clause--

"Priority chemical" means a chemical identified by the Interagency Environmental Leadership Workgroup or, alternatively, by an agency pursuant to section 503 of Executive Order 13148 of April 21, 2000, Greening the Government through Leadership in Environmental Management.

"Toxic chemical" means a chemical or chemical category listed in 40 CFR 372.65.

(b) Executive Order 13148 requires Federal facilities to comply with the

provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001-11050) and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).

(c) The Contractor shall provide all information needed by the Federal facility to comply with the following:

(1) The emergency planning reporting requirements of section 302 of EPCRA.

(2) The emergency notice requirements of section 304 of EPCRA.

(3) The list of Material Safety Data Sheets, required by section 311 of EPCRA.

(4) The emergency and hazardous chemical inventory forms of section 312 of EPCRA.

(5) The toxic chemical release inventory of section 313 of EPCRA, which includes the reduction and recycling information required by section 6607 of PPA.

(6) The toxic chemical, priority chemical, and hazardous substance release and use reduction goals of sections 502 and 503 of Executive Order 13148.

I.18 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS (FAR 52.223-9) (MAY 2008)

(a) Definitions. As used in this clause--

"Postconsumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

"Recovered material" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall--

(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of postconsumer material content; and

(2) Submit this estimate to: U.S. EPA
Cincinnati Procurement Operations Division
26 W. Martin Luther King Drive
Cincinnati, Ohio 45268

I.19 TOXIC CHEMICAL RELEASE REPORTING (FAR 52.223-14) (AUG 2003)

(a) Unless otherwise exempt, the Contractor, as owner or operator of a facility used in the performance of this contract, shall file by July 1 for the prior calendar year an annual Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023(a) and (g)), and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106). The Contractor shall file, for each facility subject to the Form R filing and reporting requirements, the annual Form R throughout the life of the contract.

(b) A Contractor-owned or -operated facility used in the performance of this contract is exempt from the requirement to file an annual Form R if-

(1) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

(2) The facility does not have 10 or more full-time employees as specified in section 313(b) (1) (A) of EPCRA, 42 U.S.C. 11023(b) (1) (A);

(3) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(4) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(i) Major group code 10 (except 1011, 1081, and 1094.

(ii) Major group code 12 (except 1241).

(iii) Major group codes 20 through 39.

(iv) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(v) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.)), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

(5) The facility is not located in the United States or its outlying areas.

(c) If the Contractor has certified to an exemption in accordance with one or more of the criteria in paragraph (b) of this clause, and after award of the

contract circumstances change so that any one of its owned or operated facilities used in the performance of this contract is no longer exempt--

(1) The Contractor shall notify the Contracting Officer; and

(2) The Contractor owned and operated facilities used in the performance of this contract, unless otherwise exempt, shall (i) submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior calendar year during which the Contractor becomes eligible; and (ii) continue to file the annual Form R for the life of the contract for such facility.

(d) The Contracting Officer may terminate this contract or take other action as appropriate, if the Contractor fails to comply accurately and fully with the EPCRA and PPA toxic chemical release filing and reporting requirements.

(e) Except for acquisitions of commercial items, as defined in FAR Part 2, the Contractor shall--

(1) For competitive subcontracts expected to exceed \$100,000 (including options), include a solicitation provision substantially the same as the provision at FAR 52.223-13, Certification of Toxic Chemical Release Reporting; and

(2) Include in any resultant subcontract exceeding \$100,000 (including all options), the substance of this clause, except this paragraph (e).

I.20 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FAR 52.225-13) (JUN 2008) DEVIATION

(a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive Order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(b) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at <http://www.treas.gov/offices/enforcement/ofac/sdn>. More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR chapter V and/or on OFAC's website at <http://www.treas.gov/offices/enforcement/ofac>.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

I.21 RESTRICTIONS ON SUBCONTRACTING OUTSIDE DISASTER OR EMERGENCY AREA (FAR 52.226-5) (NOV 2007) DEVIATION

(a) *Definitions.* The definitions of the following terms used in this clause are found in the Small Business Administration regulations at 13 CFR 125.6(e): cost of the contract, cost of contract performance incurred for personnel, cost of manufacturing, cost of materials, personnel, and subcontracting.

3. (b) The Contractor agrees that in performance of the contract in the case of a contract for—

(1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the Contractor or employees of other businesses residing or primarily doing business in the clause at FAR 52.226-4, Notice of Disaster or Emergency Area Set-Aside;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies). The Contractor or employees of other businesses residing or primarily doing business in the set-aside area shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials;

(3) General construction. The Contractor will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees or employees of other businesses residing or primarily doing business in the set-aside area; or

(4) Construction by special trade Contractors. The Contractor will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees or employees of other businesses residing or primarily doing business in the set-aside area.

I.22 AUTHORIZATION AND CONSENT (FAR 52.227-1) (DEC 2007) ALTERNATE II (APR 1984)

(a) The Government authorizes and consents to all use and manufacture in the performance of any order at any tier or subcontract at any tier placed under this contract for communication services and facilities for which rates, charges, and tariffs are not established by a government regulatory body, of any inventory described in and covered by a United States patent (1) embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract or (2) used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with specifications or written provisions forming a part of this contract or with specific written instructions given by the Contracting Officer directing the manner of performance.

(b) The Contractor agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at any tier for supplies or services (including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services expected to exceed \$25,000; however, omission of this clause from any subcontract, under or over \$25,000 does not affect this authorization and consent.

I.23 SUBCONTRACTS (JUNE 2007) (FAR 52.244-2) (JUN 2007)

(a) *Definitions.* As used in this clause--

"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

"Subcontract" means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type;
or

(2) Is fixed-price and exceeds--

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

None

(e) (1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting--

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required; (D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall

provide for payment on a cost-plus-a-percentage-of- cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c) (4) (i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

(b)(4)

I.24 COMPETITION IN SUBCONTRACTING (FAR 52.244-5) (DEC 1996) DEVIATION

(a) The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

(b) If the Contractor is an approved mentor under the Department of Defense Pilot Mentor-Protege Program (Pub. L. 101-510, section 831 as amended), the Contractor may award subcontracts under this contract on a noncompetitive basis to its proteges.

I.25 SUBCONTRACTS FOR COMMERCIAL ITEMS (FAR 52.244-6) (MAR 2007) DEVIATION

(a) Definitions. As used in this clause--

"Commercial item" has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) (1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C.

637(d)(2)(3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceed \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201). (Flow down a required in accordance with paragraph (g) of FAR clause 52.222-39.)

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

I.26 GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS)

(a) Government property/assets. (1) The term "Contractor's managerial personnel," as used in paragraph (g) of this clause, means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of--

(i) All or substantially all of the Contractor's business;

(ii) All or substantially all of the Contractor's operation at any one plant, or separate location at which the contract is being performed; or

(iii) A separate and complete major industrial operation connected with performing this contract.

(2) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government property/assets described in the Schedule or specifications, together with such related data and information as the Contractor may request and as may be reasonably required for the intended use of the property (hereinafter referred to as "Government property/assets").

(3) The delivery or performance dates for this contract are based upon the expectation that Government property/assets suitable for use will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(4) If Government property/assets is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either effect repairs or modification or return or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(5) If Government property/assets is not delivered to the Contractor by the required time or times, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) Changes in Government property/assets. (1) The Contracting Officer may, by written notice, (i) decrease the Government property/assets provided or to be provided under this contract or (ii) substitute other Government property/assets for the property to be provided by the Government or to be acquired by the Contractor for the Government under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by this notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make such property available for performing this contract and there is any--

(i) Decrease or substitution in this property pursuant to subparagraph (b) (1) above; or

(ii) Withdrawal of authority to use property, if provided under any other contract or lease.

(c) Title. (1) The Government shall retain title to all Government property/assets.

(2) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(3) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon--

(i) Issuance of the property for use in contract performance;

(ii) Commencement of processing of the property for use in contract performance; or

(iii) Reimbursement of the cost of the property by the Government, whichever occurs first.

(4) All Government property/assets and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(d) Use of Government property. The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

(e) Property administration. (1) The Contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with Federal Acquisition Regulation Subpart 45.5, as in effect on the date of this contract, and which is hereby incorporated into this contract by reference.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound business practice and the applicable provisions of FAR Subpart 45.5.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(f) Access. The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

(g) Limited Risk of loss.

(1) The Contractor shall not be liable for loss or destruction of, or damage to, the Government property provided under this contract or for expenses incidental to such loss, destruction, or damage, except as provided in subparagraphs (2) and (3) below.

(2) The Contractor shall be responsible for loss or destruction of, or damage to, the Government property provided under this contract (including expenses incidental to such loss, destruction, or damage)--

(i) That results from a risk expressly required to be insured under this contract, but only to the extent of the insurance required to be purchased and maintained or to the extent of insurance actually purchased and maintained, whichever is greater;

(ii) That results from a risk that is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but only to the extent of such insurance or reimbursement;

(iii) For which the Contractor is otherwise responsible under the express terms of this contract;

(iv) That results from willful misconduct or lack of good faith on the part of the Contractor's managerial personnel; or

(v) That results from a failure on the part of the Contractor, due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel, to establish and administer a program or system for the control, use, protection, preservation, maintenance, and repair of Government property as required by paragraph (e) of this clause.

(3) (i) If the Contractor fails to act as provided by subdivision (g) (2) (v) above, after being notified (by certified mail addressed to one of the Contractor's managerial personnel) of the Government's disapproval, withdrawal of approval, or nonacceptance of the system or program, it shall be conclusively presumed that such failure was due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

(i) In such event, any loss or destruction of, or damage to, the Government property shall be presumed to have resulted from such failure unless the Contractor can establish by clear and convincing evidence that such loss, destruction, or damage--

(A) Did not result from the Contractor's failure to maintain an approved program or system; or

an approved program or system was maintained by the Contractor.

(4) If the Contractor transfers Government property to the possession and control of a subcontractor, the transfer shall not affect the liability of the Contractor for loss or destruction of, or damage to, the property as set forth above. However, the Contractor shall require the subcontractor to assume the risk of, and be responsible for, any loss or destruction of, or damage to, the property while in the subcontractor's possession or control, except to the extent that the subcontract, with the advance approval of the Contracting Officer, relieves the subcontractor from such liability. In the absence of such approval, the subcontract shall contain appropriate provisions requiring the return of all Government property in as good condition as when received, except for reasonable wear and tear or for its use in accordance with the provisions of the prime contract.

(5) The contractor shall notify the contracting officer upon loss or destruction of, or damage to, Government property provided under this contract, with the exception of low value property for which loss, damage, or destruction is reported at contract termination, completion, or when needed for continued contract performance. The Contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement of--

- (i) The lost, destroyed, or damaged Government property;
- (ii) The time and origin of the loss, destruction, or damage;

(iii) All known interests in commingled property of which the Government property is a part; and

(iv) The insurance, if any, covering any part of or interest in such commingled property.

(6) The Contractor shall repair, renovate, and take such other action with respect to damaged Government property as the Contracting Officer directs. If the Government property is destroyed or damaged beyond practical repair, or is damaged and so commingled or combined with property of others (including the Contractor's) that separation is impractical, the Contractor may, with the approval of and subject to any conditions imposed by the Contracting Officer, sell such property for the account of the Government. Such sales may be made in order to minimize the loss to the Government, to permit the resumption of business, or to accomplish a similar purpose. The Contractor shall be entitled to an equitable adjustment in the contract price for the expenditures made in performing the obligations under this subparagraph (g) (6) in accordance with paragraph (h) of this clause. However, the Government may directly reimburse the loss and salvage organization for any of their charges. The Contracting Officer shall give due regard to the Contractor's liability under this paragraph (g) when making any such equitable adjustment.

(7) The Contractor shall not be reimbursed for, and shall not include as an item of overhead, the cost of insurance or of any reserve covering risk of loss or destruction of, or damage to, Government property, except to the extent that the Government may have expressly required the Contractor to carry such insurance under another provision of this contract.

(8) In the event the Contractor is reimbursed or otherwise compensated for any loss or destruction of, or damage to, Government property, the Contractor shall use the proceeds to repair, renovate, or replace the lost, destroyed, or damaged Government property or shall otherwise credit the proceeds to, or equitably reimburse, the Government, as directed by the Contracting Officer.

(9) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss or destruction of, or damage to, Government property. Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery. In addition, where a subcontractor has not been relieved

from liability for any loss or destruction of, or damage to, Government property, the Contractor shall enforce for the benefit of the Government the liability of the subcontractor for such loss, destruction, or damage.

(h) Equitable adjustment. When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for--

(1) Any delay in delivery of Government property/assets;

(2) Delivery of Government property/assets in a condition not suitable for its intended use;

(3) A decrease in or substitution of Government property/assets; or

(4) Failure to repair or replace Government property for which the Government is responsible.

(i) Final accounting and disposition of Government property. Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property not consumed in performing this contract or delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the cost of the work covered by this contract or paid to the Government as directed by the Contracting Officer. The foregoing provisions shall apply to scrap from Government property; provided, however, that the Contracting Officer may authorize or direct the Contractor to omit from such inventory schedules any scrap consisting of faulty castings or forgings or of cutting and processing waste, such as chips, cuttings, borings, turnings, short ends, circles, trimmings, clippings, and remnants, and to dispose of such scrap in accordance with the Contractor's normal practice and account for it as a part of general overhead or other reimbursable costs in accordance with the Contractor's established accounting procedures.

(j) Abandonment and restoration of Contractor premises. Unless otherwise provided herein, the Government--

(1) May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and

(2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or contract completion). However, if the Government property/assets (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include

restoration or rehabilitation costs.

(k) Communications. All communications under this clause shall be in writing.

(l) Overseas contracts. If this contract is to be performed outside the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

I.27 GOVERNMENT PROPERTY "AS IS"

(a) The Government makes no warranty whatsoever with respect to Government property "as is," except that the property is in the same condition when placed at the f.o.b. point specified in the solicitation as when inspected by the Contractor pursuant to the solicitation or, if not inspected by the Contractor, as when last available for inspection under the solicitation.

(b) The Contractor may repair any property made available on an "as is" basis. Such repair will be at the Contractor's expense except as otherwise provided in this clause. Such property may be modified at the Contractor's expense, but only with the written permission of the Contracting Officer. Any repair or modification of property "as is" shall not affect the title of the Government.

(c) If there is any change in the condition of Government property "as is" from the time inspected or last available for inspection under the solicitation to the time placed on board at the location specified in the solicitation, and such change will adversely affect the Contractor, the Contractor shall, upon receipt of the property, notify the Contracting Officer detailing the facts and, as directed by the Contracting Officer, either (1) return such property at the Government's expense or otherwise dispose of the property or (2) effect repairs to return the property to its condition when inspected under the solicitation or, if not inspected, last available for inspection under the solicitation. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall equitably adjust any contractual provisions affected by the return, disposition, or repair in accordance with the procedures provided for in the Changes clause of this contract. The foregoing provisions for adjustment are the exclusive remedy available to the Contractor, and the Government shall not be otherwise liable for any delivery of Government property "as is" in a condition other than that in which it was originally offered.

(d) Except as otherwise provided in this clause, Government property "as is" shall be governed by the Government Property clause of this contract.

I.28 SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT (FEB 2006) (FAR 52.247-67) (FEB 2006)

(a) The Contractor shall submit to the address identified below, for prepayment audit, transportation documents on which the United States will assume freight charges that were paid-

(1) By the Contractor under a cost-reimbursement contract; and

(2) By a first-tier subcontractor under a cost-reimbursement subcontract thereunder.

(b) Cost-reimbursement Contractors shall only submit for audit those bills of lading with freight shipment charges exceeding \$100. Bills under \$100 shall be retained on-site by the Contractor and made available for on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

(c) Contractors shall submit the above referenced transportation documents to:

General Services Administration (GSA)

ATT: FWA

1800 F Street NW

Washington, DC 20405

I.29 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

<http://www.epa.gov/oam/ptod/epaar.pdf>

I.30 AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984) DEVIATION

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the date of the clause.

(b) The use in this solicitation or contract of any Environmental Protection Agency (48 CFR Chapter 15) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the name of the regulation.

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

J.1 LIST OF ATTACHMENTS (EP 52.252-100) (APR 1984)

Number	Attachment Title
1	PERFORMANCE WORK STATEMENT
2	GOVERNMENT PROPERTY
3	INVOICE PREPARATION INSTRUCTIONS
4	REPORTS OF WORK
5	MEDICAL MONITORING PLAN
6	PERSONNEL QUALIFICATIONS REQUIREMENTS
7	ANNUAL ALLOCATION REPORT

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.1 Reference Statement

The Representations, Certifications, and other Statements of Offerers completed by the contractor as part of the response to the RFP PR-HQ-08-13330 are incorporated into this contract by reference.

ATTACHMENT 1

PERFORMANCE WORK STATEMENT

TABLE OF CONTENTS

I.	INTRODUCTION	3
A.	BACKGROUND	3
B.	PURPOSE	4
C.	LOCATIONS	4
D.	GENERAL REQUIREMENTS	4
II.	TASKS	5
A.	OPERATIONS FUNCTION	5
1.	GENERAL OPERATIONS	5
2.	RISK ASSESSMENT-SITE INVESTIGATION/REMEDIATION	6
3.	ENGINEERING-SITE INVESTIGATION/REMEDIATION	6
4.	GEOLOGY-SITE INVESTIGATION/REMEDIATION	7
5.	HEALTH PHYSICS	8
B.	AIR RESPONSES - ANALYTICAL/FIELD RESPONSE/ER	8
C.	ANALYTICAL LABORATORY - ANALYTICAL/FIELD RESPONSE/ER	9
D.	TECHNICAL SERVICES FUNCTION	10
1.	TECHNICAL MEDIA & SUPPORT SERVICES	10
2.	ENVIRONMENTAL RESPONSE CENTER	11
E.	SAFETY & QUALITY ASSURANCE FUNCTION	11
1.	HEALTH AND SAFETY	11
2.	QUALITY ASSURANCE/QUALITY CONTROL	12
III.	DELIVERABLES	12
IV.	CONTRACTOR EVALUATIONS	13

I. INTRODUCTION

A. BACKGROUND

The U.S EPA's Environmental Response Team provides scientific and engineering services in support of the Office of Solid Waste and Emergency Response (OSWER), EPA Regional On-Scene Coordinators (OSCs), Remedial Project Managers (RPMs), and other Agency groups. Technical support shall include on site work at Edison, NJ; Research Triangle Park, NC and Las Vegas, NV; as well as site specific work throughout the United States of America, and at various international sites as specified by the individual work assignments.

The Scientific, Engineering, Response & Analytical Services Contract (SERAS) supports the U.S. EPA's Environmental Response Team (ERT) East, located in Edison, NJ, the Environmental Response Team West, in Las Vegas, NV and small satellite offices located in Cincinnati, OH, Erlanger, KY, and Research Triangle Park, NC. The SERAS contract utilizes government-owned equipment and facilities in Edison, Las Vegas and Research Triangle Park to provide technical support to the ERT in conducting Agency missions under the authority of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), Oil Pollution Act (OPA), Resource Conservation and Recovery Act (RCRA), Toxic Substances Control Act (TSCA), Clean Water Act (CWA), Clean Air Act (CAA), National Oil and Hazardous Substances Pollution Contingency Plan (NCP), Presidential Decision Directives (PDD) 39, 62, and 63, as well as the National Response Framework (NRF), Robert T. Stafford Natural Disaster Act and other legislative acts.

B. PURPOSE

The contractor shall provide technical, analytical, and management support to ERT in its development and oversight of clean-up activities and evaluation of specific sites. The technical and analytical support being provided will support the development and implementation of clean-up activities at other sites. The contractor shall be tasked, in cases of national incidents, to provide 24-hour response and support capability. A response team is usually activated within 24 hours to the designated location to provide technical support, ranging from taking samples, providing expert advice, and providing technical assistance to the ERT team. The team usually brings specialized skills to the incident, such as air monitoring, dive team, Trace Atmospheric Gas Analyzer (TAGA) vehicle and other types of technical assistance listed under Tasks within this PWS. The team averages 1-2 emergency activations a month, the remainder of the time is spent in the field supporting Superfund staff responding or cleaning-up sites. The 24-hour response capability may be for national and international releases of oil and hazardous materials and uncontrolled hazardous waste sites. The contractor shall also provide technical support in cases of deliberate release of weapons of mass destruction by terrorist activities at all types of locations and special events throughout United States (i.e., National Conventions, National Sporting Events).

Technical services shall be provided in the following areas:

- emergency response
- analytical and laboratory support
- biological/ecological studies
- engineering/remediation studies (treatability/feasibility investigations, technology evaluations, process reviews, and plant inspections)
- multimedia studies (geological investigations, soil gas surveys, risk assessments, field analytical surveys)
- health and safety activities
- quality assurance programs
- incident preparation exercises and training
- management support for planning, preparing and responding to incidents, and
- other technical support services associated with the implementation of those listed above, including equipment maintenance and support.

The contractor may be required to perform any of these technical services during Agency related response, preparedness and prevention efforts. This may include but will not be limited to participation in predeployments for National Security Special Events (NSSE), drills, simulations, and exercises.

M. LOCATIONS

The base operations for this contract is located in Edison, New Jersey, with a smaller facility in Las Vegas, NV. Contractor operations may also take place at EPA locations in Cincinnati, OH; Erlanger, KY; and Research Triangle Park (RTP). It is anticipated that tasks for contract operations at the Las Vegas location will support emergency air response, Trace Atmospheric Gas Analyzer (TAGA) instrumentation, radiation response, equipment maintenance and calibration and hydrogeology. The functions at RTP will support the operation and maintenance of the transportable TAGA. The base operations area will be the prime provider of support of the tasks, functions and services listed within this PWS.

N. GENERAL REQUIREMENTS

The contractor is responsible for managing the following items in relation to this contract:

- For emergency responses, the contractor shall be required to provide emergency contacts 24 hours/day, 7 days/week for the rapid mobilization of the appropriate equipment and personnel.
- Contractors on-site at EPA facilities must comply with Homeland Security Presidential Directive 12 (HSPD-12). Attachment A to this Performance Work Statement provides the procedures which must be followed by contract personnel for compliance.
- The nature of the work to be performed under this contract is inherently hazardous. The contractor shall be responsible for the safety of its employees and subcontract employees on site. The

contract personnel shall satisfy all applicable Occupational Safety and Health Administration (OSHA) requirements and EPA Health and Safety requirements (e.g., including but not limited to 29 CFR 1910.120/40 CFR 311/Emergency Responder Health and Safety Manual-OSWER Directive 9285.3-12) for field and other contract activities.

The contractor will provide transportation for staff and materials to the response or support location. This may involve travel to remote locations and heavy loads. The field work and field response activities involved under the contract often require off-road travel to remote sites. Therefore, it is important that the contractor staff have access to vehicles that can reach the work sites. Vehicles used in the past include a dual rear wheeled four-wheel drive extra cab truck, with a trailer towing package, and with a gross vehicle weight rating (GVWR) of 15,000 to 20,000 pounds (truck net weight plus load to be carried); or a half ton or three-quarter ton, 4-wheel drive utility vehicle.

II. TASKS

A. OPERATIONS FUNCTION

The contractor shall provide technical support in general operations, risk assessment, engineering/remediation, geology, and health physics as follows:

5. General Operations

- a. Operate and maintain government-furnished property in support of general operations. In addition, track/manage equipment on the EPA Emergency Response Equipment Management Tracking System.
- b. Perform state of the art multi-media sampling which includes preparation and shipment of samples.
- c. Prepare environmental assessments including review of available historical reference information, photographs, electronic information, news archives, etc.
- d. Provide statistical analysis in support of field projects, reports, and technical assessments.
- e. Provide technical drafting support in association with preparation of field site plans, related technical and engineering computer aided design drawings/mappings (GIS/ACAD) and geographical system compilation, utilizing EPA-approved standard software.
- f. Perform technical data management to support field activities, access technical information, and perform technical data management tasks.
- g. Prepare and deliver technical papers and posters. Present

technical papers approved by the contract-level Contracting Officer Representative (COR) related to site-related work assignments.

- h. Maintain equipment following established SOPs, manufacturer's recommendations or consensus standards as approved by ERT COR.

6. Risk Assessment-Site Investigation/Remediation

- a. Develop and/or implement technical options for conducting and evaluating state-of-the-art assessments of risk and/or impact to the environment relative to the ERT approved Data Quality Objectives as specified in work assignments.
- b. In accordance with ERT procedures and EPA guidance, investigate and develop options for the application of new or innovative techniques for assessing impacts and estimating qualitative and quantitative risks to human health and the environment.
- c. In accordance with ERT- approved criteria, evaluate sites and areas to be investigated based on terrestrial and aquatic habitats and delineations of specific areas of interest including wetlands.
- d. Conduct multimedia sampling for contaminant analyses, including tissue residue analyses, in support of the evaluation of bioavailability of contaminants and risk assessments.
- e. Conduct residue analysis on indicator species for use in food chain models related to either human health or ecological risk assessments.
- f. Develop technical options for conducting and evaluating state-of-the-art assessments of environmental fate and transport related to and including the bioavailability of contaminants.
- g. Provide state-of-the-art sampling and data interpretation of ecosystem health inclusive of terrestrial plant systems, soil ecosystems (macro invertebrates and micro organisms), soil microbial systems, and aquatic ecosystems.
- h. Implement the presentation of risk-related information in multiple formats including GIS based data presentation.
- i. Utilize EPA's Ecological Risk Assessment for Superfund: Process for Designing and Conducting Ecological Risk Assessments.
- j. Utilize the latest version of the Risk Assessment Guidance for Superfund, (RAGS) Volume 1- Human Health Manual (Part D, Standardized planning reporting, and review of Superfund risk assessment), in conducting the risk assessment.
- k. Collect appropriate field information and data, related to the

measurement endpoints.

1. Develop a site conceptual model as a first step in the human health and environmental risk assessments.
- m. Risk assessments shall address:
 - Hazard Identification
 - Dose Response Assessment
 - Preparation of Conceptual Exposure/Pathway Analysis
 - Characterization of Potential Receptors
 - Exposure Assessment
 - Risk Characterization
 - Identification of Limitations and Uncertainties
 - Final Site Conceptual Model
- a. Prepare and deliver technical papers and posters. Present technical papers approved by the contract-level Contracting Officer Representative (COR) related to site-related work assignments.

1. Engineering-Site Investigation/Remediation

The contractor shall provide technical services in support of EPA's evaluation and selection of cleanup technologies or techniques for the Oil and Superfund removal and remedial actions as follows:

- a. Perform environmental assessments relating to treatment at hazardous waste sites, spills, and oil and hazardous waste emergencies. Assessments shall include the following areas: extent of chemical contamination, physical parameters of contaminated matrices, volume and/or mass contaminants, migration pathways, and topographical and meteorological characteristics of the site.
- b. Operate and maintain an Engineering Evaluation Unit (EEU) to conduct feasibility studies and comparative evaluations of technical alternatives for remedy selection.
- c. Conduct feasibility studies, engineering evaluations/cost analyses (EE/CAs) for site cleanup alternatives.
- d. Conduct process reviews to include equipment sizing, processing schemes, and cost estimates of selected treatment options.
- e. Provide field support in monitoring full-scale site cleanups, and re-vegetation with emphasis on the use of native plants. Design full-scale re-vegetation and restoration plans including bioengineered solutions for erosion, stream bank stabilization, and contaminants immobilization and degradation.
- f. Recommend a plan or design for conducting treatability studies for potential treatment technologies from the bench scale (laboratory phase) through field scale. The studies will be applicable to soil,

groundwater, sediments, and in-situ systems. The treatment technologies to be reviewed include, but are not limited to:

- | | |
|---------------------------|---------------------------------|
| · Soil Washing/Extraction | Chemical Dehalogenation |
| · Soil Flushing | · Physical/Chemical Treatment |
| · Immobilization | · Incineration/Pyrolysis |
| · Dewatering | · Carbon Adsorption |
| · Soil Vapor Extraction | · Thermal Desorption |
| · Process Simulation | · Wet Air Oxidation |
| · Reverse Osmosis | · Volume Reduction by Size |
| · Phase Separation | · Separation |
| · Phytoremediation | · Chemical oxidation |
| · UV Oxidation | · Ion Exchange |
| · UV Ozonation | · Bioengineered Site |
| · Restoration | · Other Innovative Technologies |
| · Biological Treatment | |

- a. Determine performance efficiencies for treatment technologies in accordance with EPA Treatability Study Guidelines. This includes estimation of the environmental fate of contaminants and the final achievable concentrations in air, water, soil, and mixed media.
- b. Conduct engineering studies for containment, cleanup, and disposal actions during emergency response activities and at hazardous waste sites. Perform emergency response and maintain continuous emergency response capabilities.
- c. Recommend and review short- and long-term response plans related to emergency episodes, hazardous waste sites, and oil spills, which include procedures for containment and cleanup, decontamination of equipment and buildings, personnel safety, and monitoring.
- d. Conduct evaluations of oil and hazardous material process equipment and plants for efficiency, effectiveness, and prevention of catastrophic releases.
- e. Assess biological/chemical agent threats or the after effects of weapons of mass destruction due to terrorist activities. This will include specific cleanup methods and/or technologies for clean up.
- f. Conduct site assessment and cleanup evaluations after incidents of national significance (INS) in level A, B, C and D conditions.
- g. Prepare and deliver technical papers and posters. Present technical papers approved by the contract-level COR related to site-related work assignments.

13. Geology-Site Investigation/Remediation

The contractor shall provide technical support in the design and implementation of multi-media extent of contamination and risk assessment surveys. Surveys include rapid assessments on an emergency response basis and detailed chemical transport and fate studies at hazardous waste sites.

The ERT-approved representative sampling programs developed and implemented by EPA define the transport and fate of hazardous chemicals in surface waters, the vadose zone (including soil gas transport), and in complex groundwater systems.

The contractor shall perform field studies to identify the presence and movement of contaminants in soil, sediments, surface water, and groundwater. Technical services shall be provided in the following areas:

- a. Utilization of geologic data bases and aerial photography to evaluate current and previous operating conditions at hazardous waste sites.
- b. Design multi-media sampling plans for review and approval by the EPA.
- c. Design hydrogeological studies for review and approval by the EPA.
- d. Conduct multi-media sampling, including and hydrogeological studies.
- e. Conduct site mapping and surveying.
- f. Design new sampling, analytical, and risk assessment techniques for review and approval by the EPA.
- g. Conduct surface geophysical surveys.
- h. Conduct borehole geophysical surveys and downhole camera studies.
- i. Conduct X-Ray fluorescence surveys.
- j. Conduct soil gas surveys.
- k. Model chemical transport of contaminants in the vadose zone and saturated zones.
- l. Conduct groundwater flow modeling.
- m. Recommend site-specific cleanup criteria for review and approval by the EPA.
- n. Provide support for oil spill responses that are regulated under the Oil Pollution Act of 1990 (OPA). Support shall include the evaluation of appropriate recovery and treatment techniques as related to oil spill control.
- o. Utilize geostatistics, contouring packages, geophysical software,

database software, spreadsheet software, and kreiging techniques to perform data interpretation of hazardous waste site data.

- p. Conduct aquatic extent of contamination survey, utilizing sonar, magnetometer, or remotely operated vehicle (ROV). Conduct sediment sampling using EPA certified divers.
- q. Prepare and deliver technical papers and posters. Present technical papers approved by the contract-level COR related to site-related work assignments.

14. Health Physics

- a. Provide radiological monitoring in support of field activities.
- b. Provide environmental sample collection for radiological analyses in support of field activities.
- c. Maintain continuous (24 hours/day, 7 days/week) capability for the rapid mobilization of the appropriate equipment and personnel to conduct real-time on-site air monitoring during chemical/radiological emergencies.

B. AIR RESPONSES - ANALYTICAL/FIELD RESPONSE/ER

The contractor shall provide support as follows:

- a. Operate and maintain state-of-the-art instrumentation in a constant ready-state to mobilize to a site to analyze air samples collected at terrorist events, emergency responses, hazardous waste sites, and oil spills. The contractor shall perform the various analyses using EPA-approved methods (TO1, 2, 14, 14A, 15, 16, and 17), American Society of Testing and Materials (ASTM), OSHA, NIOSH and EPA/ERT TAGA Methods.
- b. For incidents of national significance and emergency responses, provide continuous (24 hour/day, 7 days/week) capability for rapid mobilization of the appropriate equipment and personnel to:
 - (1) Conduct on-site, multimedia, organic and inorganic chemical analyses.
 - (2) Conduct on-site air monitoring and multi-media sampling, including microbiological agents of concern.
 - (3) Conduct sampling operations under Level A, B, C, and D conditions.
- c. Conduct routine air monitoring/sampling at hazardous waste sites and oil spills.

- d. As part of the Site-Specific Quality Assurance Project Plans, submit for EPA approval, draft site-specific air sampling and analysis plans to include, when applicable, the use of the TAGA and other such mobile direct air sampling instruments, utilize ERT SOPs to perform air sampling plans, and submit final data reports on each site.
- e. Provide air dispersion and emission rate modeling in support of ERT assessments of air impacts of potential or ongoing chemical releases (emergency response modeling), baseline emissions from uncontrolled hazardous waste sites, air emissions associated with specific cleanup technologies, etc. The emergency response modeling capability shall be available on an on-call basis 24 hours/day, 7 days/week.
- f. Perform reviews of guidance documents as they relate to monitoring, sampling, analyses, and modeling of terrorist events, emergency responses, hazardous waste sites, oil spills, ambient air matrices, or indoor air matrices.
- g. Recommend options for evaluation and improvement of monitoring, sampling, analyses, and modeling methodologies for terrorist events, emergency responses, hazardous waste sites, oil spills, ambient air matrices, or indoor air matrices.
- h. Conduct contract-level COR-approved indoor air quality studies, which includes residential vapor intrusion studies.
- i. Provide Personal Air Monitoring and/or Air Sampling on site as per 29 CFR 1910 (i.e., 1910.120 and 1910.1000, etc.).
- j. Ensure that all information and analytical data are technically sound, statistically reliable and generated using EPA site-specific methods.
- k. Prepare and deliver technical papers and posters. Present technical papers approved by the contract-level COR related to site-related work assignments.

C. ANALYTICAL LABORATORY - ANALYTICAL/FIELD RESPONSE/ER

The contractor shall provide technical support in the following areas:

- 1. Organic Analysis
- 2. Inorganic Analysis
- 3. Special Projects
- 4. Data Management

Technical services in support of this requirement shall include:

- 1. Operate and maintain calibration of state-of-the-art

instrumentation in a 24-hour ready-mode to analyze the soil, water, drum waste, sediments, biological tissues and air samples collected from various hazardous waste sites and emergency chemical releases. The contractor shall perform the analyses using EPA approved methods (SW846, EPA 500 series, Contract Laboratory Program [CLP] and EPA/ERT) and National Institute of Safety and Health (NIOSH) methods, whenever said methods exist.

- m. Perform sample analyses of wastes, soil, air, biological tissues, and other media. Methodology shall include both ERT-approved standard and nonstandard analytical procedures.
- n. The contractor shall perform organic and inorganic analyses on samples of water, soil and air at uncontrolled hazardous waste sites or spills/releases of oil or hazardous substances.
- o. Operate and maintain the ERT contract central laboratory in Edison NJ, the ERT contract mobile laboratories, and field analytical capabilities. Extract and perform analyses of hazardous chemicals in matrices, such as soil, sludge, water, drum waste, biological tissue, and air samples on media (Tenax, charcoal, XAD, Puffs, and other absorbing media) using EPA- approved methods.
- p. For emergency responses, the contractor shall be required to maintain continuous (24 hours/day, 7 days/week) capability for the rapid mobilization of the appropriate equipment and personnel to:
 - (1) Conduct on-site, multi-media, organic and inorganic chemical analyses.
 - (2) Conduct on-site air monitoring and multi-media sampling.
 - (3) Conduct sampling operations under Level A (total-encapsulating protective gear) conditions.
- q. Recommend options for evaluation and improvement of analytical and monitoring methodologies for use on multi-media hazardous wastes.
- r. Dispose of chemical waste generated by the contract central laboratory, the USEPA Region II laboratory, and the contractor operations in Las Vegas, NV in accordance with the Code of Federal Regulations, Title 40, Part 262 (40 CFR 262) and the New Jersey Administrative Code, Title 7, Chapter 26, Sub-chapter 7.4 (NJAC 7:26-7.4).
- s. Extract and perform analyses of dioxins/furans and other high-hazard chemicals in matrices such as soils, sludge, drum wastes, waters, biological tissues, and air sampling media using EPA approved methods (SW 846).
- t. Ensure that all information and analytical data are technically

sound, statistically reliable and generated using standard site specific methods approved by ERT.

- u. Maintain National Environmental Laboratory Accreditation Council (NELAC) laboratory certification/s.
- v. Post all the analytical data on the web using the Laboratory Information Management System (LIMS) as directed by the contract-level COR.
- w. Prepare and deliver technical papers and posters. Present technical papers approved by the contract-level COR related to site-related work assignments.

D. TECHNICAL SERVICES FUNCTION

The contractor shall provide technical support in the following areas:

1. Technical Media & Support Services

- a. Prepare technical bulletins, reports, and presentation materials with information provided by the contract-level COR.
- b. Edit technical bulletins, technical reports and other technical documents (i.e., technical papers and site related deliverables) provided by the contract-level COR.
- c. Provide photo-documentation of field operations including multi-format location and studio photography, processing, and the production of prints, slides, copy negatives, and enlargements.
- d. Provide video documentation of field operations including multi-format location and studio videography, concept and story-board development, script preparation, editing, post-production work, and duplication of completed products.
- e. Perform technical data management to support field activities, access technical information, and perform technical data management tasks.

2. Environmental Response Center

The contractor shall maintain the Environmental Response Center (ERC) technical reference library in Edison NJ. This Response Center supports the ERT in dissemination of information to the response community including EPA, other federal agencies, state, local government, tribes and private organizations. To perform this function, the contractor shall:

- a. Collect, organize, and distribute technical material in the form of reports, photos, slides, videotapes, audiotapes, microfiche, and other data storage formats.

- b. Perform technical literature searches.
- c. Arrange and implement inter-library loans.
- d. Provide access to on-line public information resources (i.e., environmental data bases).
- e. Operate ERC multi-media presentation equipment. This includes slide projectors, video camera recorders, satellite downlinks and other media presentation.

E. SAFETY & QUALITY ASSURANCE FUNCTION

1. Health And Safety

The contractor shall provide health and safety technical support in the performance of work under this contract. The contractor shall, as a minimum, satisfy all Federal, state and local statutes, regulations, ordinances, etc., regarding health and safety. The contractor shall implement and manage a Health and Safety Plan in compliance with all requirements and guidance documents of the EPA and OSHA, 29 CFR 1910.120/121, for activities at hazardous waste sites. The health and safety technical support includes:

- a. Conduct health and safety risk assessment related to uncontrolled hazardous waste sites and emergency response episodes.
- b. Ensure that all activities meet EPA health and safety requirements as outlined in applicable regulations and guidance documents such as 29 CFR 1910.120, EPA Standard Operating Safety Guides, U.S. EPA 1440 Series for Occupational Health and Safety, OSWER Policy, OSWER Integrated H&S Practices: For Field Personnel, and ERT Standard Operating Procedures (SOPs).
- c. Provide necessary background information for ERT development of Occupational Health and Safety Standard Operating Procedures in accordance with 29 CFR 1910.120 response activities.
- d. Provide site-specific content review and recommendations for ERT projects related to terrorist events, emergency episodes, hazardous waste sites, and oil spills for site-specific health and safety plans, decontamination of equipment, personnel safety, and monitoring.
- e. Prepare technical papers and posters, and present technical papers approved by the contract-level COR related to site-related work assignments.
- f. Prepare and participate in technology transfer sessions.
- g. Recommend designs for review by the EPA, and conduct ERT-approved health and safety monitoring, evaluations, inspections, and plan

development which are required under 29 CFR 1910.120 or other federal regulations that are applicable to the Oil Pollution Act.

- h. Provide all individual protective equipment for contract personnel required to conduct field activities at uncontrolled hazardous waste sites as outlined in the EPA Standard Operating Safety Guides Table 5.5 for levels A, B, C and D.

2. Quality Assurance/Quality Control

The contractor shall provide support to EPA to assist in implementation of the Agency quality system in a manner that is fully compliant with EPA Order 5360.1-A2 CIO 2105-P-01-0, dated May 5, 2000, and any subsequent updates as well as other Agency policy and guidance related to quality assurance. Implementation of the Agency-wide quality system in ERT provides the necessary management and technical practices to assure that environmental data used to support Agency decisions are of adequate quality and usability for their intended purpose. The contractor shall provide support for quality-related areas such as peer review, information quality guidelines and the science inventory.

- a. Develop and maintain a quality assurance program for laboratory and field activities consistent with Agency requirements given in EPA QA/R-5.
- b. Recommend Standard Operating Procedures for contract laboratory and field activities in accordance with Agency QA program requirements given in EPA QA/R-5.
- c. Recommend technical options for review by the EPA for conducting and maintaining a laboratory performance evaluation (PE) sample program for this requirement and the Superfund program, including periodic updates of PE samples sources.

III. DELIVERABLES

All deliverables will be approved by the contract-level COR. The contractor shall use the EPA's SCRIBE environmental data management system to document all environmental sampling performed under the contract and deliver the resultant data files to ERT as a project deliverable. The SCRIBE system software and training will be provided by ERT. The contractor shall use the EPA ERT-IMS web resource provided by EPA as an information repository for all work assignment deliverables and related materials. Individual websites will be created by ERT for each work assignment. The contractor shall upload all project related deliverables and other relevant materials to these COR-specific websites. All reports shall be submitted in Adobe PDF format. Access to the EPA ERT-IMS web resource and training on use of this resource will be provided by ERT. The contractor shall deliver all analytical data to ERT via the EPA ERT-IMS web resource in an electronic form suitable for import into the SCRIBE environmental data management system. This requirement applies to analytical data produced by both in-house and contract laboratories. Technical

requirements for importing data into the SCRIBE system will be provided by ERT.

In addition, all deliverables shall should be provided in electronic format in a form compatible with the agency's software platform. Standard or special formats may be identified as necessary in individual work assignments.

IV. CONTRACTOR EVALUATIONS AND METHOD OF SURVEILLANCE

The contractor shall perform all activities stated in this PWS in accordance with all guidance listed, as well as all other applicable guidance. The contractor must meet the milestone and deliverable schedules specified in each work assignment. During contract performance, the contractor shall perform tasks in accordance with the tasks outlined in the work assignment PWS, and shall not exceed the authorized work assignment funding ceilings.

The contractor shall also meet or exceed EPA's small business subcontracting goals and conform to the their subcontract management plan as approved at the time of contract award. The contractor shall submit their annual subcontracting reports in a timely fashion, via the Electronic Subcontracting Reporting System (eSRS), which can be accessed at the following link: <http://esrs.gov/>

The authorized Contracting Officer Representative (COR) (i.e. Project Officer, Work Assignment Manager, etc.) is designated as the individual responsible for monitoring and documenting contractor performance over the life of this contract.

EPA will formally evaluate the contractor's performance by conducting monthly evaluations of each work assignment in the areas of program management and technical performance and operations. EPA will also evaluate the contractor's performance during a bi-annual performance review and may periodically perform additional review of selected requirements. At the conclusion of each six month period of contract performance, an average contract performance rating shall be determined using the numerical ratings entered into the NIH CPS for this contract. This rating will be factored into the award term decision. The NIH Contractor Performance System is an interactive website located on the internet which EPA and other Federal Agencies use to record contractor performance evaluations.

ATTACHMENT 2

GOVERNMENT PROPERTY

EPA owned assets will be provided for contractor performance. Please go to EPA website at:
http://www.epa.gov/oamsrpod/erdc/SERAS/property_inventory.pdf for inventory list.

ATTACHMENT 3

INVOICE PREPARATION INSTRUCTIONS

The information which a contractor is required to submit in its Standard Form 1034 is set forth as follows:

- (1) U.S. Department, Bureau, or establishment and location insert the names and address of the servicing finance office unless the contract specifically provides otherwise.
- (2) Date Voucher Prepared - insert date on which the public voucher is prepared and submitted.
- (3) Contract/Delivery Order Number and Date - insert the number and date of the contract and delivery order, if applicable, under which reimbursement is claimed.
- (4) Requisition Number and Date - leave blank.
- (5) Voucher Number - insert the appropriate serial number of the voucher. A separate series of consecutive numbers, beginning with Number 1, shall be used by the contractor for each new contract. When an original voucher was submitted, but not paid in full because of suspended costs, resubmission vouchers should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" as the last character of the number. If there is more than one resubmission, use the appropriate suffix (R2, R3, etc.)
- (6) Schedule Number; Paid By; Date Invoice Received - leave blank.
- (7) Discount Terms - enter terms of discount, if applicable.
- (8) Payee's Account Number - this space may be used by the contractor to record the account or job number(s) assigned to the contract or may be left blank.
- (9) Payee's Name and Address - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.
- (10) Shipped From; To; Weight Government B/L Number - insert for supply contracts.
- (11) Date of Delivery or Service - show the month, day and year, beginning and ending dates of incurrence of costs claimed for reimbursement. Adjustments to costs for prior periods should identify the period applicable to their incurrence, e.g., revised provisional or final indirect cost rates, award fee, etc.
- (12) Articles and Services - insert the following: "For detail, see Standard Form 1035 total amount claimed transferred from Page ____ of Standard Form 1035." Type "COST REIMBURSABLE-PROVISIONAL PAYMENT" or "INDEFINITE

QUANTITY/INDEFINITE DELIVERY-PROVISIONAL PAYMENT" on the Interim public vouchers. Type "COST REIMBURSABLE-COMPLETION VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-COMPLETION VOUCHER" on the Completion public voucher. Type "COST REIMBURSABLE-FINAL VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-FINAL VOUCHER" on the Final public voucher. Type the following certification, signed by an authorized official, on the face of the Standard Form 1034.

"I certify that all payments requested are for appropriate purposes and in accordance with the agreements set forth in the contract."

(Name of Official)

(Title)

(13) Quantity; Unit Price - insert for supply contracts.

(14) Amount - insert the amount claimed for the period indicated in (11) above.

SUPPORTING SCHEDULES FOR COST REIMBURSEMENT CONTRACTS

The following backup information is required as an attachment to the invoice as shown by category of cost:

Direct Labor - identify by contractor labor category the number of hours, hourly rate and total dollars billed for the period in the invoice.

Indirect Cost Rates - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

Subcontracts - by subcontractor, provide detailed supporting schedules of each element of cost as provided herein for prime contract costs.

Other Direct Costs - identify by item the quantities, unit prices, and total dollars billed.

Consultants - by consultant, detailed supporting schedules of each element of cost.

Contractor Acquired Equipment (if authorized by the contract) - identify by item the quantities, unit prices, and total dollars billed.

Contractor Acquired Software (if authorized by the contract) - identify by item the quantities, unit prices, and total dollars billed.

Travel - identify by trip, the number of travelers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: Any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

SUPPORTING SCHEDULES FOR FIXED-RATE CONTRACTS

The following backup information is required as an attachment to the invoice as shown by category of cost:

Direct Labor - identify by labor category the number of hours, fixed hourly rate, and total dollars billed for the period of the invoice.

Subcontracts - by subcontractor, provide detailed supporting schedules of each element of cost as provided herein for prime contract costs.

Other Direct Costs - identify by item the quantities, unit prices, and total dollars billed.

Indirect Cost Rates - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

Consultants - by consultant, detailed supporting schedules of each element of cost.

Contractor Acquired Equipment - identify by item the quantities, unit prices, and total dollars billed.

Contractor Acquired Software - identify by item the quantities, unit prices, and total dollars billed.

Travel - identify by trip, the number of travelers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: Any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

RESUBMISSIONS

When an original voucher was submitted, but not paid in full because of suspended costs and after receipt of a letter of removal of suspension, resubmissions of any previously claimed amounts which were suspended should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" with the copy of the removal of suspension notice. The amounts should be shown under the appropriate cost category and include all appropriate supplemental schedules.

NOTE: All disallowances must be identified as such in the accounting system through journal entries.

Voucher resubmittals may also occur as a result of: (1) a new indirect cost rate agreement; or (2) adjustments to previously billed direct cost rates due to audit resolution. Such claims should be submitted in a separate invoice or request for contractor financing payment number. They should include supplemental schedules showing the previously adjusted amounts by contract period. If the resubmission is based on a new rate agreement, a copy of the agreement should be attached. Costs must be identified by delivery order or work assignment where appropriate. If the contract is Superfund-related, voucher resubmittals shall also identify the amount claimed against each Superfund site and non-site-specific activity.

COMPLETION VOUCHERS

Submit a completion voucher when all performance provisions of the contract are physically complete, when the final report (if required) is accepted, and when all direct costs have been incurred and booked. Indirect costs may be claimed at the provisional rates, if final rates are not yet available. Contractors must identify these vouchers by typing "Completion Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing total costs claimed by delivery order and in total for the contract.

In addition to the completion voucher, the contractor must submit an original and two copies of EPA Form 1900-10, Contractor's Cumulative Claim and Reconciliation showing the total cumulative costs claimed under the contract.

The information which a contractor is required to submit in its EPA Form 1900-10 is set forth as follows:

- (1) Contractor's Name and Address - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.
- (2) Contract Number - insert the number of the contract under which reimbursement is claimed.
- (3) First voucher number and completion voucher number.
- (4) Total amount of cost claimed for each cost element category through the completion voucher.
- (5) Total Fee awarded.
- (6) Amount of indirect costs calculated using negotiated final indirect cost rate(s) and/or provisional rate(s) as specified in the contract, if final rate(s) are not yet negotiated for any fiscal period.
- (7) Fiscal year.
- (8) Indirect cost center.
- (9) Appropriate basis for allocation.
- (10) Negotiated final indirect cost rate(s) or provisional indirect cost rate(s).
- (11) Signature.
- (12) Official title.
- (13) Date.

FINAL VOUCHER AND CLOSING DOCUMENTS

After completion of the final audit and all suspensions and/or audit exceptions have been resolved as to the final allowable costs and fee, including establishment of final indirect cost rate(s) for all periods the contractor shall prepare a final voucher including any adjustments to vouchered costs necessitated by the final settlement of the contract price. Contractors must identify these vouchers by typing "Final Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing final total costs claimed by delivery order and in total for the contract. The contractor shall also provide an original and two copies of an updated EPA Form

1900-10, Contractors Cumulative Claim and Reconciliation, showing the total negotiated, cumulative costs for the contract. Indirect costs shall be included at the final negotiated rates.

In addition to the final voucher, the contractor must submit an original and two copies of the Contractor's Release; Assignee's Release, if applicable; the Contractor's Assignment of Refunds, Rebates, Credits and other Amounts; the Assignee's Assignment of Refunds, Rebates, Credits and other Amounts, if applicable; and the Contractor's Affidavit of Waiver of Lien, when required by the contract.

All other terms and conditions of the contract shall remain the same.

ATTACHMENT 4

REPORTS OF WORK

MONTHLY PROGRESS REPORT

- (a) The Contractor shall furnish 3 copies of the combined monthly technical and financial progress report stating the progress made, including the percentage of the project completed, and a description of the work accomplished to support the cost. If the work is ordered using work assignments or delivery orders, include the estimated percentage of task completed during the reporting period for each work assignment or delivery order.
- (b) Specific discussions shall include difficulties encountered and remedial action taken during the reporting period, and anticipated activity with a schedule of deliverables for the subsequent reporting period.
- (c) The Contractor shall provide a list of outstanding actions awaiting Contracting Officer authorization, noted with the corresponding work assignment, such as subcontractor consents, overtime approvals, and work plan approvals.
- (d) The report shall specify financial status at the contract level as follows:
 - (1) For the current reporting period, display the amount claimed.
 - (2) For the cumulative period and the cumulative contract life display: the amount obligated, amount originally invoiced, amount paid, amount suspended, amount disallowed, and remaining approved amount. The remaining approved amount is defined as the total obligated amount, less the total amount originally invoiced, plus total amount disallowed.
 - (3) Labor hours.
 - (i) A list of employees, their labor categories, and the numbers of hours worked for the reporting period.
 - (ii) For the current reporting period, display the expended direct labor hours (by EPA contract labor category), and the total loaded direct labor costs.
 - (iii) For the cumulative contract period display: the negotiated and expended direct labor hours (by EPA labor category) and the total loaded direct labor costs.
 - (iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.
 - (4) Display the current dollar ceilings in the contract, net amount invoiced, and remaining amounts for the following categories: Direct labor hours, total estimated cost, award fee pool (if applicable), subcontracts by individual subcontractor, travel, program management, and Other Direct Costs (ODCs).
 - (5) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the contract.
 - (6) Average total cost per labor hour. For the current contract period, compare the actual total cost per hour to date with the average total cost per hour of the approved workplans.

- (e) The report shall specify financial status at the work assignment or delivery order level as follows:
- (1) For the current period, display the amount claimed.
 - (2) For the cumulative period display: amount shown on workplan, or latest work assignment/delivery order amendment amount (whichever is later); amount currently claimed; amount paid; amount suspended; amount disallowed; and remaining approved amount. The remaining approved amount is defined as: the workplan amount or latest work assignment or delivery order amount (whichever is later), less total amounts originally invoiced, plus total amount disallowed.
 - (3) Labor hours.
 - (i) A list of employees, their labor categories, and the number of hours worked for the reporting period.
 - (ii) For the current reporting period, display the expended direct labor hours (by EPA contract labor hour category) and the total loaded direct labor hours.
 - (iii) For the cumulative reporting period and cumulative contract period display: the negotiated and expended direct labor hours (by EPA contract labor hour category) and the total loaded direct labor costs.
 - (iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.
 - (v) Display the estimates of remaining direct labor hours and costs required to complete the work assignment or delivery order.
 - (4) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the work assignment.
 - (5) Average total cost per labor hour. For the current contract period, compare the actual total cost per hour to date with the average total cost per hour of the approved workplans.
 - (6) A list of deliverables for each work assignment or delivery order during the reporting period.
- (f) This submission does not change the notification requirements of the "Limitation of Cost" or "Limitation of Funds" clauses requiring separate written notice to the Contracting Officer.
- (g) The reports shall be submitted electronically to the following addressees on or before the 20th of each month following the first complete reporting period of the contract. See EPAAR 1552.232-70, Submission of Invoices, paragraph (e), for details on the timing of submittals. Distribute reports as follows:

No. of Copies:

2

1

Addressee:

Project Officer

Contracting Officer

ATTACHMENT 5

MEDICAL MONITORING PLAN

MEDICAL MONITORING PLAN MEDICAL MONITORING PLAN

All contractor personnel working on-site at the laboratory shall be required to participate in the following baseline examination and testing. This program will be established and implemented by the contractor within the first sixty (60) days of the contract for the initial personnel on board and will be conducted on any additional personnel within sixty (60) days of their employment by the contractor.

I. Baseline (First Time)

A. Complete medical examination

B. Complete blood count (CBC) hematology profile

1. White blood count (WBC)
2. Red blood count (RBC)
3. Hemoglobin (HGB)
4. Hematocrit (HCT)
5. Mean corpuscular volume (MVC)
6. Mean corpuscular hemoglobin (MCH)
7. Mean corpuscular hemoglobin concentration (MCHC)
8. Platelets

C. Differential (Diff)

D. Sedimentation rate (Sed rat)

E. Blood chemistry profile (BCP) 12 channel

1. Total protein
2. Albumin
3. Calcium
4. Phosphorus
5. Cholesterol
6. Glucose
7. Uric acid
8. Creatinine
9. Total bilirubin
10. Alkaline phosphatase
11. Lactic dehydrogenase (LDH)
12. Transaminas (SGOT)

F. Urinalysis

G. Pap test for female employees (optional)

H. Resting electrocardiogram (ECG)

I. Spirometry

J. Audiometry

K. Chest x-ray/view

II. Follow-up Examinations - The following medical examination and testing will be conducted on all contractor on-site personnel bi-annually on the anniversary (within 30 days) of their baseline examination.

ROUTINE

- A. Complete medical examination
- B. Complete blood count (CBC) hematology profile
 - 1. WBC
 - 2. RBC
 - 3. HGB
 - 4. HCT
 - 5. MVC
 - 6. MCH
 - 7. MCHC
 - 8. Platelets
- C. Differential
- D. Sed Rat
- E. Blood chemistry profile 12 channel (same as baseline)
- F. Urinalysis
- G. Pap test for female employees (optional)

VISUAL TESTING

- A. Complete ophthalmologic examination (including refraction, acuity, and accommodation testing)
- B. Tests for color vision function
- C. Examination of the cornea for lens capacity
- D. Examination of the retina for detachment

The contractor shall submit a certification to the Project officer for each employee which states that the above examinations were completed.

III. Immunizations

- A. Hepatitis-B Vaccination

The contractor shall submit a request for each employee requiring the specified

vaccination. Approval will be issued by letter by the EPA Contracting Officer.

B. Lyme Vaccination

The contractor shall submit a request for each employee requiring the specified vaccination. Approval will be issued by letter by the EPA Contracting Officer.

ATTACHMENT 6

MINIMUM PERSONNEL QUALIFICATIONS

PLEASE NOTE: Changes per Amendment #4 are found in red text in the table below. All other information contained in this attachment remains unchanged.

The table below specifies the full-time labor positions necessary to support this requirement, the number of personnel required to fill those positions, and the positions considered key to the performance of the contract. In addition, the table identifies any special degree requirements, and experience requirements relative to the various sections of the Performance Work Statement (PWS). The last column of the table indicates the minimum education levels and years of experience as represented by the following narrative:

**** = General Duties: Plans, conducts, and supervises projects of major significance, necessitating advanced knowledge and the ability to originate and apply new and unique methods and procedures. Supplies technical advice and counsel to other professionals. Generally operates with wide latitude for unreviewed action.

**** = Education and Experience Requirements:
 Ph.D. Degree with a minimum of 10 years of experience
 M.S. Degree with a minimum of 12 years of experience
 B.S. Degree with a minimum of 14 years of experience

*** = General Duties: Under general supervision of project manager, plans, conducts, and supervises assignments normally involving smaller or less important projects. Estimates and schedules work to meet completion dates. Directs assistants, reviews progress, and evaluates results, makes changes in methods, design, or equipment where necessary. Operates with some latitude for unreviewed action.

*** = Education and Experience Requirements:
 M.S. Degree with a minimum of 6 years of experience
 B.S. Degree with a minimum of 8 years of experience

** = General Duties: Under supervision of a senior level, carries out work assignments associated with specific projects. Translates technical guidance received from supervisor into usable data applicable to the particular assignment; coordinates the activities of technicians. Work assignments are varied and require some originality and ingenuity.

** = Education and Experience Requirements:
 B.S. Degree with a minimum of 3 years experience

* = General Duties: Entry-Level personnel who works under close supervision of a senior engineer or project manager. Gathers basic data and performs routine analyses. Works on less complicated assignments where little evaluation is required.

* = Education and Experience Requirements:
 B.S. Degree. 0 years of Experience
 Associate degree with a minimum of 2 years of experience

= General Duties: Performs non-routine and complex assignments. Works under general supervision. Performs experiments or tests which may require nonstandard procedures and complex instrumentation. Records, computes, and analyzes test data, prepares test reports. May supervise lower level technicians.

= Experience Requirements:
Experience: with a minimum of 6 years

Offerors shall propose personnel who possess the minimum education and experience requirements as outlined in the table below.

MINIMUM REQUIREMENTS FOR CONTRACT PERSONNEL

Position	Key	Number Required	Special Degree Requirements	Experience relative to the Performance Work Statement (PWS)	Minimum Education Level & Experience Requirements
LDISON, NJ					
Program Manager	Key	1		Managing a diverse group of technical individuals. Entire PWS	****
Deputy Program Manager	Key	1		Managing a diverse group of technical individuals. Entire PWS	***
Business Manager		1		Superfund Site Specific accounting, Accounting, Entire PWS	***
Health and Safety Officer	Key	1		Entire PWS, Section II.L.1	****
Quality Assurance/Quality Control Officer	Key	1		Entire PWS, Section II.L.2	****
Environmental Response Center Coordinator		1	Library Science	PWS Section II.D.2	**
Property Coordinator		1		Inventory/accounting of RI P equipment	***
Network Administrator		1	Computer Science	Support day to day operations of PWS	***
Network Support		1	Computer Science	Support day to day operations of PWS	**
Purchaser/Procurement		1		Support Sections I.B, II	***
Bay Operations		2		Coordinate equipment storage and shipment for Section II activities	#
Administrative Support		2		Support activities in Sections II and III	**
Clerical		2		Technical report typing and writing	#

Statistician		1		Section II.A.1.d in support of Section II activities	***
Analytical/Field Response/Emergency Response Section					
Senior Mass Spectrometry/Mass Spectrometry Chemist	Key	1	Chemistry or Physical Sciences w/30 hours of Chemistry	Section II.A.1.B.C. Equipment troubleshooting. 5 yrs hands on instrument experience	****
Senior Gas Chromatography/Mass Spectrometry Chemist	Key	1	Chemistry or Physical Sciences w/30 hours of Chemistry	Section II.B.C. 5 yrs hands on instrument experience	****
Mass Spectrometry /Mass Spectrometry Chemist		1	Chemistry or Physical Sciences w/30 hours of Chemistry	Section II. A.1, B. C. Equipment troubleshooting. 5 yrs hands on instrument experience	****
Environmental Scientist (Air/Driver/Mechanic) w/Commercial Drivers License (CDL)		1		Section II.A..1, II with vehicle troubleshooting	**
Information Technology/Data Reduction		2		Section II.B.C	**
Gas Chromatography/Mass Spectrometry Chemist		2	Chemistry or Physical Sciences w/30 hrs Chemistry	Section II.B.C	***
Gas Chromatography/Mass Spectrometry Chemist		2	Chemistry or Physical Sciences w/30 hrs Chemistry	Section II.B.C	**
X-Ray Fluorescence Spectrophotometer/Atomic Absorption/ Chemist	Key	1	Chemistry or Physical Sciences w/30 hrs Chemistry	Section II.B.C 5 years hands on instrument experience	****
Inductive Couple Plasma (ICP), ICP/Mass Spectrometry Chemist	Key	1	Chemistry or Physical Sciences w/30 hrs Chemistry	Section II.C 5 years hands on instrument experience	****
Extraction Chemist		1	Chemistry or Physical Sciences w/30 hrs Chemistry	Section II.B.C	**
Sample Receiving /Hazardous waste coordinator		1	Chemistry or Physical Sciences w/30 hrs Chemistry	Section II.B.C	**

Quality Assurance/Quality Control Chemist		2	Chemistry or Physical Sciences w/30 hrs Chemistry	Section II.B.C	***
---	--	---	---	----------------	-----

Report Writer (Chemist)		1	Chemistry or Physical Sciences w/30 hrs Chemistry	Section II.B.C	***
Senior Meteorologist/Modeler (Environmental Scientist)	Key	1		Section II.B	****
Chemist (Air/Response)	Key	1		Section II.A.1.B	****
Environmental Scientist (Air/Response)		2		Section II.A.1.B	***
Meteorologist/Modeler		1		Section II.A.1.B	***
Chemist (Air/Response)		1		Section II.A.1.B	***
Chemist (Air/Response) (Driver) w/CDL		1		Section II.A.1.B	**
Industrial Hygienist (Air/Response)		1	CIH	Section II.A.1.B	**
Environmental Scientist (Air/Response) (Driver) w/CDL		1		Section II.A.1.B	**
Technician (Electronics)		1		Section II.A.1.B	#
Technician (Environmental Scientist)		1		Section II.A.1.B	*
Site Investigation/Remediation Section					
Groundwater Modeler	Key	1	Hydrogeology/Geo	Section II.A.1.4 and use of LPA and other groundwater models	****
Hydro geologist	Key	1	Hudrogeology/Geo	Section II.A.1.4 and well installation and fractured rock flow	****
Hydro geologist		1	Hudrogeology/Geo	Section II.A.1.4 and well installation and fractured rock flow	***
Geophysicist	Key	1	Geology	Section II.A.1.4 with electromagnetics, GPR and terrain conductivity	****
Geologist		1	Geology	Section II.A.1.4	**
Automated Computer Assisted Design		1	Computer Science	Support Sections II.A.B.C	***
Geographic Information System		2	Computer Science	Support Sections II.A.B.C	**
Technician (Environmental)		1		Support Sections II.A.B.C	#
Technician (Geoprobe/Drilling)		1		Support Sections II.A.B.C	#
Microbiologist		1	Microbiology	Section II.A.1.3 with developing cultures & field application of bioremediation	***
Project Engineer (Treatment/ Remediation)	Key	1		Section II.A.1.3	****
Environmental Engineer/Scientist		1		Section II.A.1,3,4	***

Environmental Engineer/Scientist(Phytoremediation)		1		Section II.A.1.3,4 with field application of phytoremediation	***
Human Health Risk Assessor/Toxicology	Key	1	Ph.D Toxicology	Section II.A.1.2 w/Site Specific human health risk assessment using Superfund Guidance	****
Ecological Risk Assessor (Aquatic Toxicology)	Key	1	Ph.D Aquatic Tox.	Section II.A.1.2 w/Site Specific conducting of eco risk assessment and report writing	****
Ecological Risk Assessor (Terrestrial Toxicology)	Key	1	Ph.D Toxicology	Section II.A.1.2w/Site Specific conducting of eco risk and report writing	****
LAS VLGAS					
Senior Mass Spectrometry/Mass Spectrometry Chemist	Key	1		Refer to Analytical/Field Response/Emergency Response section above	****
Environmental Scientist (Driver) w/CDL		1		Section II.A.1,II	**
Gas Chromatography/Mass Spectrometry Chemist		1		Refer to Analytical/Field Response/Emergency Response section above	***
Environmental Scientist		1		Section II.A.1,B	**
Environmental Scientist		1		Section II.A.1,B	*
Health Physicist		1	Physics	Section II.A.1.4.5	***
Technician (Driver) w/CDL		1		Section II.A.1-5,B	#
Technician (Air)		1		Section II.A.1,B	#
RLSLARCH TRIANGLL PARK					
Gas Chromatography/Mass Spectrometry Chemist		1		Refer to Analytical/Field Response/Emergency Response section above	***

ATTACHMENT 7

INSTRUCTIONS FOR PERFORMING THE ANNUAL ALLOCATION OF NON-SITE SPECIFIC COSTS

INSTRUCTIONS FOR PERFORMING THE ANNUAL ALLOCATION OF NON-SITE-SPECIFIC COSTS

EP-W-09-031

Program and Cost Accounting Branch
Financial Management Division
Office of the Comptroller

TABLE OF CONTENTS

AWARD/CONTRACT	Page 1
PART I - THE SCHEDULE	Page B-1
SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS	Page B-1
B.1 LEVEL OF EFFORT--COST REIMBURSEMENT TERM CONTRACT (EPAAR 1552.211-73) (APR 1984) DEVIATION	Page B-1
B.2 WORK ASSIGNMENTS	Page B-2
B.3 EMERGENCY RESPONSE SERVICE REQUESTS	Page B-3
B.4 ESTIMATED COST AND FIXED FEE (EP 52.216-190) (APR 1984)	Page B-3
B.5 OTHER DIRECT COSTS	Page B-4
B.6 LIMITATION OF FUNDS NOTICE (EP 52.232-100) (APR 1984)	Page B-6
SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT	Page C-1
C.1 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA) CONTRACTS (EP 52.000-000) (NOV 1994) DEVIATION	Page C-1
C.2 STATEMENT OF WORK--CONTRACT WHERE WORK IS ORDERED BY WORK ASSIGNMENTS OR DELIVERY ORDERS (EP 52.210-110) (APR 1984) ..	Page C-2
C.3 INCORPORATION OF CONTRACTOR'S TECHNICAL PROPOSAL (EP 52.210-120) (APR 1984)	Page C-2
C.4 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (EPAAR 1552.211-79) (APR 2006) DEVIATION	Page C-2
C.5 ACQUISITION AND USE OF ENVIRONMENTALLY PREFERABLE PRODUCTS AND SERVICES (EP-S 97-1) (MAY 1999)	Page C-4
SECTION D - PACKAGING AND MARKING	Page D-1
[For this Contract, there are NO clauses in this Section]	Page D-1
SECTION E - INSPECTION AND ACCEPTANCE	Page E-1
E.1 NOTICE Listing Contract Clauses Incorporated by Reference ..	Page E-1
E.2 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (GOVERNMENT SPECIFICATION) (FAR 52.246-11) (FEB 1999)	Page E-1
E.3 INSPECTION AND ACCEPTANCE (EP 52.246-100) (APR 1984)	Page E-4
SECTION F - DELIVERIES OR PERFORMANCE	Page F-1
F.1 NOTICE Listing Contract Clauses Incorporated by Reference ..	Page F-1
F.2 REPORTS OF WORK (EPAAR 1552.211-70) (OCT 2000) DEVIATION ...	Page F-1
F.3 MONTHLY PROGRESS REPORT (EPAAR 1552.211-72) (JUN 1996) DEVIATION	Page F-1
F.4 WORKING FILES (EPAAR 1552.211-75) (APR 1984)	Page F-3
F.5 MANAGEMENT CONSULTING SERVICES (EPAAR 1552.211-78) (APR 1985) DEVIATION	Page F-3
F.6 PERIOD OF PERFORMANCE (EP 52.212-140) (APR 1984)	Page F-4
SECTION G - CONTRACT ADMINISTRATION DATA	Page G-1
G.1 NOTICE Listing Contract Clauses Incorporated by Reference ..	Page G-1
G.2 PAYMENT OF FEE (EPAAR 1552.216-74) (MAY 1991)	Page G-1
G.3 SUBCONTRACTING REPORTS--SMALL BUSINESS AND SMALL DISADVANTAGED	

	BUSINESS CONCERNS (EP 52.219-120) (OCT 1991)	Page G-1
G.4	SUBMISSION OF INVOICES (EPAAR 1552.232-70) (JUN 1996) DEVIATION	Page G-2
G.5	METHOD OF PAYMENT	Page G-3
G.6	INDIRECT COSTS (EPAAR 1552.242-70) (APR 1984) DEVIATION	Page G-4
G.7	CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-100) (AUG 1984)	Page G-7
G.8	ANNUAL ALLOCATION OF NON-SITE COSTS (EP 52.242-310) (OCT 1991) .	Page G-7
G.9	SUBCONTRACT CONSENT (EP 52.244-100) (APR 1984)	Page G-10
G.10	DECONTAMINATION OF GOVERNMENT PROPERTY	Page G-11
G.11	GOVERNMENT-FURNISHED DATA (EPAAR 1552.245-71) (APR 1984) ..	Page G-11
G.12	GOVERNMENT PROPERTY (EPAAR 1552.245-73) (JUL 2004) DEVIATION	Page G-11
G.13	DESIGNATION OF PROPERTY ADMINISTRATOR (EP 52.245-140) (SEP 1994)	Page G-18
G.14	CONTRACTORS REPLACEMENT OF GENERAL HARDWARE AND COMPUTERS .	Page G-18
G.15	CONTRACTOR FURNISHED COMPUTERS	Page G-19
G.16	CONTRACTORS REPLACEMENT OF GENERAL HARDWARE AND COMPUTERS .	Page G-19
SECTION H -	SPECIAL CONTRACT REQUIREMENTS	Page H-1
H.1	DISPLAY OF EPA OFFICE OF INSPECTOR GENERAL HOTLINE POSTER (EPAAR 1552.203-71) (AUG 2000) DEVIATION	Page H-1
H.2	PRINTING (EPAAR 1552.208-70) (DEC 2005)	Page H-1
H.3	DISCOUNT AIR PASSENGER TRANSPORTATION RATES	Page H-3
H.4	DISCOUNT HOTEL/MOTEL LODGING RATES	Page H-3
H.5	ON-SITE FACILITIES	Page H-4
H.6	ORGANIZATIONAL CONFLICTS OF INTEREST (EPAAR 1552.209-71) (MAY 1994) DEVIATION	Page H-4
H.7	NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL (EPAAR 1552.209-73) (MAY 1994)	Page H-5
H.8	AWARD TERM INCENTIVE	Page H-6
H.9	AWARD TERM INCENTIVE PLAN	Page H-7
H.10	AWARD TERM AVAILABILITY OF FUNDS	Page H-10
H.11	TRANSBOUNDARY EFFORTS	Page H-10
H.12	INTERNATIONAL INSURANCE	Page H-10
H.13	COMPLIANCE WITH INTERNATIONAL LAWS AND REGULATIONS	Page H-10
H.14	TESTIMONY	Page H-11
H.15	CLEAN TECHNOLOGIES	Page H-11
H.16	LIMITATION OF FUTURE CONTRACTING (HEADQUARTERS SUPPORT) ...	Page H-11
H.17	CONTRACTOR PERFORMANCE EVALUATIONS (EPAAR 1552.209-76) (OCT 2002) DEVIATION	Page H-12
H.18	ANNUAL CERTIFICATION (EPAAR 1552.210-80) (MAY 1994) DEVIATION	Page H-15
H.19	BASE PERIOD BASE AND OPTION QUANTITIES	Page H-15
H.20	AWARD TERM EXTENSION OF THE CONTRACT	Page H-16
H.21	AWARD TERM FOR INCREASED QUANTITY - COST TYPE CONTRACT	Page H-17
H.22	PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT (EPAAR 1552.227-76) (MAY 1994) DEVIATION	Page H-18
H.23	INSURANCE LIABILITY TO THIRD PERSONS (EPAAR 1552.228-70) (OCT 2000)	Page H-19
H.24	INSURANCE COVERAGE (EP 52.228-100) (JUL 1993)	Page H-19

H.25	STATE AND LOCAL TAXES	Page H-19
H.26	SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY (EPAAR 1552.235-70) (APR 1984) DEVIATION	Page H-19
H.27	TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-71) (APR 1984) DEVIATION	Page H-21
H.28	TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (TSCA) (EPAAR 1552.235-76) (APR 1996)	Page H-21
H.29	DATA SECURITY FOR FEDERAL INSECTICIDE, FUNGICIDE, AND RODENTICIDE ACT CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-77) (DEC 1997) DEVIATION	Page H-22
H.30	RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-79) (APR 1996) DEVIATION	Page H-23
H.31	ACCESS TO CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-80) (OCT 2000) DEVIATION	Page H-25
H.32	TECHNICAL DIRECTION (EPAAR 1552.237-71) (APR 1984) DEVIATION	Page H-25
H.33	KEY PERSONNEL (EPAAR 1552.237-72) (APR 1984)	Page H-26
H.34	PAPERWORK REDUCTION ACT (EPAAR 1552.237-75) (APR 1984) DEVIATION	Page H-27
H.35	GOVERNMENT - CONTRACTOR RELATIONS (JUN 99) (EPAAR 1552.237-76) (JUN 1999)	Page H-27
H.36	REHABILITATION ACT NOTICE (EPAAR 1552.239-70) (OCT 2000) ..	Page H-29
H.37	ACCESS TO EPA COMPUTERS (EP 52.239-101) (FEB 1986)	Page H-30
H.38	FABRICATION OR ACQUISITION OF NONEXPENDABLE PROPERTY (EPAAR 1552.245-72) (APR 1984) DEVIATION	Page H-30
H.39	PUBLIC COMMUNICATION	Page H-30
H.40	SECURITY REQUIREMENTS FOR CONTRACTORS PERFORMING SERVICES ON-SITE FOR ENVIRONMENTAL PROTECTION AGENCY	Page H-30
H.41	EPAAR 1552.219-73 SMALL DISADVANTAGE BUSINESS TARGETS (LOCAL CPOD 19-04) (MAR 2005) DEVIATION	Page H-31
H.42	ID PASSES (LOCAL LC-01-01) (DEC 2001)	Page H-32
H.43	INCORPORATION OF CONTRACTOR'S PLANS	Page H-32
H.44	WORKERS' COMPENSATION, EMPLOYER'S LIABILITY, GENERAL LIABILITY, AND AUTOMOBILE LIABILITY (LOCAL LC-28-07) (DEC 2001)	Page H-33
H.45	APPROVAL OF CONTRACTOR TRAVEL (LOCAL LC-31-08) (DEC 2001) .	Page H-33
H.46	APPROVAL OF TRAINING (LOCAL LC-31-09) (DEC 2001)	Page H-34
H.47	AUTHORIZED REPRESENTATIVES OF THE PROJECT OFFICER (LOCAL LC-42-20) (DEC 2001)	Page H-35
H.48	GOVERNMENT HOLIDAYS (LOCAL LRT-04-02) (DEC 2001) DEVIATION	Page H-36
H.49	SPECIAL REPORTING REQUIREMENT: REGULATORY ASSISTANCE (LOCAL LRT-04-03) (DEC 2001)	Page H-36
H.50	RELOCATION EXPENSES	Page H-36
H.51	TRAVEL REQUIREMENTS	Page H-37
PART II	- CONTRACT CLAUSES	Page I-1
SECTION I	- CONTRACT CLAUSES	Page I-1
I.1	NOTICE Listing Contract Clauses Incorporated by Reference ..	Page I-1
I.2	COVENANT AGAINST CONTINGENT FEES (FAR 52.203-5) (APR 1984) .	Page I-3
I.3	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (FAR 52.203-6) (SEP 2006) DEVIATION	Page I-3
I.4	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (FAR 52.204-	

	9) (SEP 2007) DEVIATION	Page I-4
I.5	WAIVER OF FACILITIES CAPITAL COST OF MONEY (FAR 52.215-17) (OCT 1997)	Page I-4
I.6	NOTIFICATION OF OWNERSHIP CHANGES (FAR 52.215-19) (OCT 1997)	Page I-4
I.7	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (FAR 52.215-21) (OCT 1997) ..	Page I-5
I.8	OPTION TO EXTEND SERVICES (FAR 52.217-8) (NOV 1999)	Page I-6
I.9	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (FAR 52.219-4) (JUL 2005) DEVIATION	Page I-6
I.10	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (FAR 52.219-16) (JAN 1999) DEVIATION	Page I-7
I.11	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM -- DISADVANTAGED STATUS AND REPORTING (FAR 52.219-25) (APR 2008)	Page I-8
I.12	PAYMENT FOR OVERTIME PREMIUMS (FAR 52.222-2) (JUL 1990)	Page I-9
I.13	PROHIBITION OF SEGREGATED FACILITIES (FAR 52.222-21) (FEB 1999) DEVIATION	Page I-10
I.14	EQUAL OPPORTUNITY (MAR 2007) (FAR 52.222-26) (MAR 2007) DEVIATION	Page I-10
I.15	NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004) (FAR 52.222-39) (DEC 2004) DEVIATION	Page I-12
I.16	STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (FAR 52.222-42) (MAY 1989)	Page I-14
I.17	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (FAR 52.223-5) (AUG 2003) DEVIATION	Page I-15
I.18	ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS (FAR 52.223-9) (MAY 2008)	Page I-16
I.19	TOXIC CHEMICAL RELEASE REPORTING (FAR 52.223-14) (AUG 2003)	Page I-16
I.20	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FAR 52.225-13) (JUN 2008) DEVIATION	Page I-18
I.21	RESTRICTIONS ON SUBCONTRACTING OUTSIDE DISASTER OR EMERGENCY AREA (FAR 52.226-5) (NOV 2007) DEVIATION	Page I-18
I.22	AUTHORIZATION AND CONSENT (FAR 52.227-1) (DEC 2007) ALTERNATE II (APR 1984)	Page I-19
I.23	SUBCONTRACTS (JUNE 2007) (FAR 52.244-2) (JUN 2007)	Page I-19
I.24	COMPETITION IN SUBCONTRACTING (FAR 52.244-5) (DEC 1996) DEVIATION	Page I-21
I.25	SUBCONTRACTS FOR COMMERCIAL ITEMS (FAR 52.244-6) (MAR 2007) DEVIATION	Page I-22
I.26	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS)	Page I-23
I.27	GOVERNMENT PROPERTY "AS IS"	Page I-28
I.28	SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT (FEB 2006) (FAR 52.247-67) (FEB 2006)	Page I-29
I.29	CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)	Page I-29
I.30	AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984) DEVIATION	Page I-29
PART III	- LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS	Page J-1
SECTION J	- LIST OF ATTACHMENTS	Page J-1
J.1	LIST OF ATTACHMENTS (EP 52.252-100) (APR 1984)	Page J-1

PART IV - REPRESENTATIONS AND INSTRUCTIONS	Page K-1
SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS	Page K-1
K.1 Reference Statement	Page K-1
PERFORMANCE WORK STATEMENT	Page 1-1
INTRODUCTION	Page 1-3
GOVERNMENT PROPERTY	Page 2-1
INVOICE PREPARATION INSTRUCTIONS	Page 3-1
REPORTS OF WORK	Page 4-1
MEDICAL MONITORING PLAN	Page 5-1
MINIMUM PERSONNEL QUALIFICATIONS	Page 6-1
INSTRUCTIONS FOR PERFORMING THE ANNUAL ALLOCATION OF NON-SITE SPECIFIC COSTS	Page 7-1
I. INTRODUCTION	Page 7-9
A. Overview	Page 7-9
B. Definitions of Terms	Page 7-9
C. General Requirements	Page 7-10
D. Draft and Final Reports	Page 7-11
E. Allocation Methodology	Page 7-11
II. ANNUAL ALLOCATION OF NON-SITE COSTS	Page 7-12
A. Annual Allocation Process	Page 7-12
B. Step 1 - Reconciliation of Amount Paid	Page 7-12
C. Step 2 - Identification of Site-Specific Costs	Page 7-13
D. Step 3 - Reassignment of Pre-SSID Costs	Page 7-14
E. Step 4 - Identification of Non-Site Costs	Page 7-15
F. Step 5 - Program Management Costs	Page 7-17
G. Step 6 - Start-Up Costs	Page 7-17
H. Step 7 - Equipment	Page 7-19
I. Step 8 - Non-Site Activities	Page 7-21
J. Step 9 - Non-Superfund Costs	Page 7-22
K. Step 10 - Summary of Amounts	Page 7-24
L. Step 11 - Allocation of Program Management Costs	Page 7-24
M. Step 12 - Allocation of Start-up Costs	Page 7-26
N. Step 13 - Allocation of Capital Equipment Costs	Page 7-26
O. Step 14 - Allocation of Site-Support Costs	Page 7-27
P. Step 15 - Completion of Master Allocation Schedule ..	Page 7-28
Q. Step 16 - Summary of Allocated Amounts	Page 7-28

I. INTRODUCTION

A. Overview

CERCLA, as amended by SARA, authorizes EPA to recover all response costs associated with cleaning up hazardous waste sites. A large portion of EPA's response costs consists of payments to response action contractors. In order for these costs to be adequately supported in cost recovery litigation against the potentially responsible party, a defensible, logical and supportable accounting methodology must be in place that can assign costs to specific sites.

The site-specific portion of the contract costs are accounted for by EPA on a site-specific basis. However, contractors' non-site-specific costs are accounted for in a general account and must be allocated to the sites in order to be recovered. This guidance provides a logical and equitable methodology for the distribution of these non-site-specific costs to specific sites. This effort is called Annual Allocation. Completion of Annual Allocation reports by the response action contractors will result in the inclusion of all appropriate costs in the cost recovery effort.

This document has been prepared by the Program and Cost Accounting Branch (PCAB) of the Financial Management Division. It provides instructions to contractors on how to perform the annual allocation. EPA recognizes that each contract may feature unique situations which may not necessarily be addressed in these instructions. In such cases, the contractor should contact PCAB (Tina Van Pelt, 202-564-4984) for guidance.

B. Definitions of Terms

Capital Equipment - equipment with a unit cost of \$5,000.00 or more and with a useful life greater than 1 year.

Direct Site Costs - costs which are attributable to a specific site.

End of Contract costs - costs incurred to shut down a contract - usually occur at the end of the contract. End of contract costs may include such items as equipment removal costs and maintenance.

Program management - contract specific costs and fees incurred for the management of the specific EPA contract as a whole.

Non-site activities - costs incurred for activities not charged to specific sites. Examples include training of state personnel, calibrating EPA-owned equipment, and participating in general meetings and/or conferences. Non-site activities are broken down into two broad categories: program-wide and site-support. (See definitions below.)

Pre-SSID costs - costs incurred in connection with particular locations at which a Site/Spill Identifier (SSID) has not been assigned. Also known as Sites without SSIDs or 'ZZ' costs.

Program-wide non-site activities - costs incurred for activities which support

the overall Superfund program. The costs are global in nature and purpose and are not eligible for distribution to sites. Examples of program-wide activities include training given by the contractor for EPA employees, training to first responders, training of state personnel, and attendance at conferences held to discuss general Superfund issues.

Site-support non-site activities - costs incurred for those activities other than program management and fees which relate to, support, and/or benefit the sites worked on by the contractor in the aggregate, but which cannot be accounted for readily on a site-specific basis. Examples include training for contractor employees working on sites, equipment maintenance, calibrating EPA-owned equipment, tracking and inventory, and a conference or meeting held to discuss issues related to sites the contractor worked on.

SSID - Site/Spill Site Identifier - specific two character alpha-numeric designation for each site within a region. The SSID number is the last two digits in the EPA accounting system's 10 digit account number used to track all costs incurred on the site.

Start-up Costs - cost of efforts and activities incurred early in the contract term whose benefits extend for the entire contract period. Examples may include recruitment and relocation of staff, preparation of the contract work plan, establishment of a quality assurance program and certain equipment purchases.

"00" costs - synonymous with "non-site-specific" costs. These are costs which are attributable to more than one site or the program. Examples include program management and fees, equipment, start-up costs, end-of-contract costs and all non-site activities. The "00" represents the last two digits in the EPA 10 digit account number.

C. General Requirements

The Annual Allocation process results in the contractor allocating all program management costs; fixed, base and award fees; and some non-site activity costs to sites and activities the contractor worked on during the fiscal year. The contractor submits an allocation report, along with supporting attachments, to the Program and Cost Accounting Branch (PCAB) of the Financial Management Division (FMD). The amount included in the annual allocation report is the sum of the invoices paid for work performed during the Federal fiscal year, i.e., October 1 - September 30.

The Contractor shall provide EPA within 120 days after the end of the fiscal year the total amount of all invoices paid for the annual allocation period, separating Superfund and non-Superfund costs which will be reconciled by EPA and a letter confirming the total amount paid will be sent to the contractor. The contractor should provide two copies of the draft report within 60 days after the letter confirming the invoice amounts are provided to the contractor. The contractor may elect to combine all costs for FY 1986-FY 1991 on one allocation report. Otherwise, each fiscal year's costs should be allocated separately.

When the contract performance period ends at other than the end of the FY,

the contractor shall provide the invoice listing 120 days after submission of the last invoice following contract expiration.

D. Draft and Final Reports

The contractor should first submit the draft reports to PCAB. PCAB has created a lotus spreadsheet for use by the contractor for the preparation of this report. PCAB will review the drafts, notify the contractor in writing of any necessary corrections and request submission of a final report. Two copies of the final report are due to PCAB 30 days after receipt of written notice from EPA. The contractor shall provide, as part of the final report, a signed statement certifying that the final report data accurately reflects the costs distributed to each site and is supported by the contractor's accounting records. Additionally, the contractor shall submit a Summary of Allocation report on a 5 ¼ inch or a 3 ½ inch DOS computer disk in a Lotus 1-2-3 or ASCII format.

The annual allocation report submission includes the following:

Required Reports:

- Listing of all invoices paid during the Federal fiscal year (with invoice numbers and amounts) broken out between Superfund and non-Superfund appropriations
- Summary of Allocation
- Master Allocation Schedule (Attachment A)
- Statement of Allocation Methodology
- Certification of Contractor's report - (final report only)

Required, if applicable:

- Schedule of Start-up Costs (Attachment B)
- Schedule of Capital Equipment Depreciation (Attachment C)
- Schedule of Non-Site Activities (Attachment D)

D. Allocation Methodology

Annual Allocation is a multi-step process that distributes the costs of program management, regional management, base and award fees and other non-site specific expenses to sites and program-wide activities on a pro-rata basis. The distribution of costs is based upon benefits received or support provided by the activities.

The preferred allocation method is the distribution of non-site costs based on a percentage of total costs. However, the contractor may request an alternative method, subject to approval by the Financial Management Division.

In preparing each year's annual allocation report, the contractor should determine whether any amounts invoices and paid by EPA during the year relate to prior fiscal years, e.g., indirect cost adjustments. If the amount of such payments are material, the contractor should prepare a separate allocation schedule for those amounts.

I. ANNUAL ALLOCATION OF NON-SITE COSTS

A. Annual Allocation Process

This section describes EPA's preferred annual allocation method. The examples included are designed to incorporate most situations. Certain contracts may not have all types of costs, or activities listed. If so, enter "N/A" on the schedule and proceed to the next step.

The allocation package submitted by the contractor should provide the information shown on the Summary of Allocation Schedule along with the information in Attachments A, B, C, and D. Attachment A is the master schedule and summarizes information from the other attachments. In a sense, Attachment A is similar to Internal Revenue Service Form 1040, and the other attachments equate to Schedules A, B, etc.

The information provided on the Summary of Allocation should be triple spaced to allow for the addition of account codes by EPA. Sufficient supporting documentation enabling EPA to verify the accuracy of the allocation must be submitted as required by the contract clause. Attachments A, B, C, and D of the instruction package provide examples of adequate supporting documentation.

The instructions provided below follow a format which flows from Attachment A to each of the supporting attachments B, C, and D.

B. Step 1 - Reconciliation of Amount Paid

The first step in the annual allocation process is the determination of the amount paid for work performed during the government fiscal year. The contractor will provide the amounts paid for work performed during the fiscal year to EPA who will reconcile it to our system and send a letter confirming the total amount paid. The amount paid represents Superfund monies only. Non-Superfund monies are not considered in this allocation unless they are greater than 5% of the total amount paid. The contractor should provide paid amounts from their records separating Superfund from non-Superfund. For this step, assume the contractor provides a paid amount of \$270,000. An example of the reconciliation is shown below:

Contractor provided invoice listing:

Inv.#	Pd. of Performance	Total Paid Amount	Non- Superfund Paid Amount	Superfund Paid Amount	Date Paid
1	10/1/88-10/30/88	\$5,000	\$0	\$5,000	12/15/89
2	11/1/88-11/31/88	11,000	1,000	10,000	1/15/89
3	12/1/88-12/31/88	18,000	0	18,000	2/15/89

4	1/1/89-1/31/89	21,000	1,000	20,000	3/15/89
5	2/1/89-2/28/89	26,000	2,000	24,000	4/15/89
6	3/1/89-3/31/89	22,000	0	22,000	5/15/89
7	4/1/88-4/30/88	15,000	1,000	14,000	6/15/89
8	5/1/88-5/31/88	24,000	3,000	21,000	7/15/89
9	6/1/89-6/30/89	22,000	2,000	20,000	8/15/89
10	7/1/89-7/31/89	22,000	0	22,000	9/15/89
11	8/1/89-8/31/89	35,000	1,000	34,000	10/15/89
12	9/1/89-9/30/89	31,000	1,000	30,000	10/15/89
15	10/1/88-9/30/89	31,000	1,000	30,000	11/15/89
TOTAL		\$283,000	\$13,000	\$270,000	

There are three important pieces of information in the above example. The first important piece of information is the period of performance and date paid. It is the government fiscal year - October 1 through September 30. Note that the invoices provided represent work performed during the government fiscal year. When the phrase "amount paid for work performed" is used, the government fiscal year is the period of work performed. Invoices paid after the end of the fiscal year that pertain to the fiscal year such as indirect cost rate adjustments and previously suspended costs should be included in the listing for that year as shown by invoice #15.

The second important piece of information is the paid amount. The contractor amounts show \$283,000 paid by EPA. The contractor may have billed more but EPA only needs to know the amounts actually paid because the annual allocation process uses the Superfund amount paid for work performed, not the amount billed. Third, note the breakout of Superfund from non-Superfund dollars since PCAB is recovering only Superfund monies through the Annual Allocation process of \$270,000 which is what is shown on the Attachment A as the total Superfund amount paid. The \$283,000 represents superfund and other appropriations that may receive a portion of the program management. Unless the non-Superfund portion exceeds 5% of the total annual expenditures, the contractor may exclude the non-Superfund portion from the annual allocation report. In our example, \$13,000 of non-superfund charges is less than 5% of the \$283,000 total amount paid so is therefore excluded from the Attachment A.

Once the contractor submits this invoice listing, EPA will reconcile it against our accounting system and will contact the contractor if there are any discrepancies, otherwise we will provide a letter stating the agreed upon Superfund amount paid. The contractor then has 60 days to complete the annual allocation report.

C. Step 2 - Identification of Site-Specific Costs

The next step in the annual allocation process is the identification of the site-specific costs paid for work performed during the fiscal year. The site-specific costs include those sites with EPA SSIDs and those without EPA SSIDs. This information will be entered on Attachment A, Master Allocation Schedule.

Sites with EPA SSIDs

For sites assigned an EPA SSID, enter the following information by region and by site number on Attachment A, Line 1, Description:

EPA SSID - the unique site/spill identifier number consisting of a two-digit region code (representing EPA regions 01 - 10), and a two-digit site/spill number assigned by EPA.

Site Name - the first twelve letters of the site name as it appears on EPA's SSID list.

State - the two-letter State abbreviation.

Amount Paid - under Column A, the sum of the amounts directly reported for each site on each invoice or site-specific attachment submitted and paid for the annual allocation period. This includes any pre-SSID costs redistributed to the site during the year.

Sites without EPA SSIDs

For sites not assigned an EPA SSID, enter the following information by region and by Site on Attachment A, Line 2, Description:

Sites without SSIDs - the pre site/spill identifier number consisting of a two-digit region code (representing EPA regions 01 - 10), and a two-digit pre-SSID number (ZZ) assigned by EPA.

Amount Paid - under Column A, the sum of the amounts reported for each pre-SSID site on each invoice or site-specific attachment submitted and paid for the annual allocation period. Pre-SSID costs are summarized by region.

The Attachment A example illustrates the procedures for entry of cost information for Sites with EPA SSIDs and Sites without EPA SSIDs. For example, Region 1 Sites with EPA SSIDs, show \$15,000 identified as costs for the Picillo site (0101) and \$25,000 for the Fletchers Paint Mill site (01A2). For Region 1 Sites without EPA SSIDs, there is an \$8,000 amount reported under the SSID "01ZZ." The costs for sites reported under the "ZZ" identifier shall not include any pre-SSID costs which were previously redistributed to the sites during the year.

Subtotal Superfund Site Costs

In Column A, subtotal the amounts from Column A, Line 1 for Sites with EPA

SSIDs and subtotal the amounts from Column A, Line 2 for Sites without EPA SSIDs.

D. Step 3 - Reassignment of Pre-SSID Costs

Note: if the contractor does not have this category of costs, note this on Attachment A and proceed to the next step.

The purpose of this step is to reassign any pre-SSID costs paid for work performed during the fiscal year that are not reflected in the Sites with EPA SSIDs costs identified in the previous step. For these costs, the redistribution will be identified on Attachment A, Column B.

During the year, the contractor may have performed effort at sites which had not been assigned an EPA SSID. The costs for this effort were charged to the pre-SSID account during the year. In many instances, a unique SSID is subsequently assigned to these sites, and the cost of work initially performed and billed is properly reassignable to a specific site.

In the Attachment A example, \$2,000 is being reassigned from the Region 1 pre-SSID amounts to two Region 1 sites. Based upon contractor records, \$1,000 was incurred and paid at each of these two sites before an EPA SSID was established. These amounts are not reflected in the Sites with EPA SSIDs totals from the previous step. In order to reflect the total site specific amount for these two sites, the \$1,000 per site needs to be reassigned from the pre-SSID amounts to the site amounts.

On Attachment A, Line 2, Column B, a credit of \$2,000 is entered for that line item. The reassigned amounts of \$1,000 for each site are then entered on the appropriate lines in Line 1, Column B. After all reassignments are made, sum the totals of Column A and Column B for each site and pre-SSID item and enter the sum on Attachment A, Column C for the respective site and pre-SSID amount.

E. Step 4 - Identification of Non-Site Costs

The purpose of this step is to identify the non-site costs and the types of activities they represent. The non-site costs can be classified into one of five major categories:

1. Program Management - contract activities associated with the management and administration of the contract as a whole. For region specific contracts, there will be one category of Program Management. For Zone or National contracts, Program Management may be broken down into two subcategories - Regional Program Management and National Program Management. Program Management costs will be entered onto Attachment A in Step 5.
2. Start-up Costs - activities incurred generally in the first year and associated with efforts benefiting the entire contract term, e.g., quality assurance plans. Start-up costs will be entered onto Attachment A in Step 6.

3. Capital Equipment - equipment with a unit cost of \$5,000.00 and greater and a useful life of greater than one year. Capital equipment costs will be entered onto Attachment A in Step 7.
4. Non-Site Activities - activities under the contract, other than program management, start-up, or end-of contract, which are not site-specific. These activities can be broken down into two sub categories:

Site-Support Non-Site Activities - payments for activities which relate to, support, and/or benefit the sites worked on by the contractor; or

Program-Wide Non-Site Activities - payments for activities which support the overall Superfund program beyond the sites worked on under this contract; they are global in nature and purpose. These costs will not be allocated to sites in the annual allocation process.

For further information on non-site activities, refer to the next page. Non-site activities will be entered on Attachment A in Step 8.

5. Non-Superfund Costs - costs for contract tasks funded from EPA appropriations other than Superfund; e.g., Abatement, Control, and Compliance, Research and Development, or Lust monies. Non-Superfund costs are not included in this allocation.

The contractor should evaluate the types of non-site costs that were billed and paid for work performed during the fiscal year and place them in one of the five categories identified above. In the next five steps, these amounts will be identified on supporting schedules and entered on Attachment A as applicable. Once the costs have been entered onto Attachment A, the appropriate non-site costs will be allocated to sites and activities.

Description of Non-Site Activities

There is no comprehensive list of site-support non-site activities and program-wide non-site activities. The determination of a site-support activity or a program-wide activity is based upon the purpose of the activity itself. A general definition with some examples will provide sufficient guidance for the contractor to identify which of the non-site activities represent site-support activities and program-wide activities.

Site-Support Activities - Activities undertaken for the purpose of specifically assisting in, or supporting the contractor's site response actions, are considered site-support activities. Listed below are some activities which are generally considered to be site-support activities:

- Project planning costs for a multi-site work assignment
- OSHA safety training for site employees
- Site equipment training
- Development of CERCLA site standard operating procedures (SOPs)
- Development of CERCLA site quality assurance plans
- Review CERCLA site sampling procedures

Program-Wide Activities - Activities which are general in nature and are performed for reasons other than supporting site response actions are considered program-wide activities. If the activity benefits the Superfund, or EPA as a whole, it should be considered a program-wide activity. A few examples of program-wide activities are provided below:

- Review of EPA sampling procedures
- Preparation of SOPs for CERCLA and Clean Water sites
- Preparation of the Annual Allocation Report
- Attendance at a General Superfund Environmental Conference
- CERCLA Title III evaluations
- End of contract activities

The examples given above are certainly not an exhaustive list. However, to summarize the general guidelines and concepts of the examples listed above: if the activity supports or benefits the site response actions worked on under the contract, the activity should be considered a site-support activity; if the activity benefits the Superfund or EPA as a whole, the activity should be considered a program-wide activity.

G. Step 5 - Program Management Costs

The purpose of this step is to enter program management costs onto Attachment A, Master Allocation Schedule. In step 4, the amount of program management costs was identified. Depending on the area of coverage of the contract, there may only be one category of program management. For Zone or National contracts, there may be two categories -- regional and national program management. Enter the amount of national program management, or contract program management, identified in Step 4 on Attachment A, Line 3, Columns A and C. If the contractor has regional program management, enter the amount of regional program management, by region, on Attachment A, Line 4, Columns A and C.

In the Attachment A example, \$25,000 has been identified as national program management as indicated in Line 3, Columns A and C. Attachment A also shows regional program management of \$10,000 and \$7,000 for Regions 1 and 2, respectively, in Line 4, Columns A and C.

H. Step 6 - Start-Up Costs

Note: If there are no start-up costs associated with this contract, note this on Attachment A and proceed to the next step.

Start-up costs consist of the cost of efforts and activities incurred and

paid for whose purposes and benefits extend for the entire contract period. Examples may include the recruitment and relocation of staff, preparation of the contract work plan, establishment of a contract quality assurance program, and calibration of equipment. Start-up costs typically will have been charged to the contract as program management.

Any start-up costs incurred during this annual allocation period were identified in Step 4. In Step 6, the total start-up costs applicable to this period will be identified and incorporated into the annual allocation process.

Attachment B, Schedule of Start-Up Costs, is the schedule used to determine start-up costs applicable for this annual allocation period. The information on this schedule will be used for all annual allocation periods. The following information should be entered on the schedule:

- a. Schedule Heading - complete the heading for this schedule by entering the fiscal year of the annual allocation, contractor name, and contract number.
- b. Fiscal Year Incurred - enter the Federal fiscal year for this annual allocation period.
- c. Start-Up Costs - enter the amount of start-up costs incurred and paid by each annual allocation period (fiscal year) of the contract. Also enter the amount of start-up costs incurred and paid this annual allocation period on Attachment A, Line 5, Column A.
- d. Number of Years Allocated - enter the number of years over which the start up costs will be allocated (amortized). Generally, this represents the number of years remaining on the contract. The amortization should be based upon a straight-line or percentage of level-of-effort basis. In this example, a straight-line amortization of five years (the life of the contract) is used for illustrating the amortization. Another Start-up amortization methodology that PCAB recommends is the ratio of current year level of effort expended over total LOE allowed (including option years) on the contract. This method would ensure 100% recovery in case LOE was used faster than expected.
- e. Amount Amortized Each Year - the amount of start-up costs amortized in this annual allocation period, by fiscal year. This fiscal year amount (straight-line method) is determined by dividing the amount identified in the Start-Up Costs column by the amount in the Number of Years Allocated column.
- f. Total Amount to be Allocated This Annual Allocation Report - the total of all costs in the column, Amount Amortized Each Year. Enter this amount on Attachment A,

Line 5, Column C.

In the Attachment B example, the contract began in FY 1987. During FY 1987 the contractor incurred and was paid for \$25,000 of start-up costs. These start-up costs will be amortized over the five-year life of the contract on a straight-line basis. To complete this schedule, the FY 1987 start-up costs of \$25,000 are entered on the first line of the schedule in accordance with Steps B-E above. For FY 1988, no start-up costs were incurred or paid. A zero is entered in the start-up costs column. In the current year, FY 1989, there were no start-up costs incurred or paid. A zero is entered in the start-up costs column. For this annual allocation period, \$5,000 of start-up costs is being amortized and included in the annual allocation. The \$5,000 represents the amortized portion of the start-up costs incurred and paid in FY 1987. This amortized portion is entered on Attachment A, Line 5, Column C.

I. Step 7 - Equipment

Note: If there are no equipment costs, please note this in Attachment A and proceed to the next step.

Cost-reimbursed equipment represents capital equipment with a unit price of \$5,000.00 or greater and a greater than 1 year useful life. The cost of this capital equipment should not be allocated to sites during a one-year period, but rather, depreciated over its useful life. The preferred depreciation basis is an actual usage basis or straight-line method. If the contractor has another accepted accounting method of equipment depreciation, that procedure may be substituted for the straight-line or actual usage basis.

This schedule applies only to non-site-specific capital equipment. Expendable equipment or capital equipment purchased and consumed at a site (and paid as a site-specific cost by EPA to the contractor) should not be included on this schedule.

Any new capital equipment costs incurred during this annual allocation period were identified in Step 4. In this step, the capital equipment costs purchased during this annual allocation period will be entered on Schedule C, Schedule of Capital Equipment Depreciation, and the total capital equipment depreciation applicable to this period will be identified. The total capital equipment depreciation applicable to this period includes the depreciable amount of capital equipment purchased this annual allocation period plus the applicable depreciation of capital equipment purchased in previous annual allocation periods.

Attachment C, Schedule of Capital Equipment Depreciation, is the schedule used to determine capital equipment costs applicable for this period. The information on this schedule will be used for all annual allocation periods. The following information should be entered on the schedule:

- a. Schedule Heading - complete the heading for this schedule by entering the fiscal year of the annual allocation, contractor name, and contract number.
- b. Date Charged to Contract - enter the month and year the

equipment was charged to the contract for all equipment items depreciated this annual allocation period.

- c. Capital Equipment - enter the name of each capital equipment item.
- d. Purchase Price - enter the amount charged to the contract for each capital equipment item. For equipment items purchased this annual allocation period, compute and enter the total amount billed and paid and enter that amount on Attachment A, Line 6, Column A.
- e. Useful Life - enter the useful life of the equipment. If the straight-line depreciation method is used, enter the useful life in number of years. If an actual usage basis is used, enter the actual usage unit; i.e., number of hours, number of days, etc. The useful life may extend beyond the term of the contract.
- f. Beginning Balance - enter the amount of undepreciated equipment costs. For equipment purchased in previous fiscal years, this amount will be the Ending Balance (See H) in the previous year's annual allocation report. For equipment purchased this fiscal year, the amount will be the purchase price.
- g. Depreciation Amount - the depreciation amount to be allocated this annual allocation period. This amount represents the purchase price (D) divided by the useful life (E). For this report, assume no residual or salvage value.
- h. Ending Balance - enter the amount of undepreciated equipment cost. This amount represents Beginning Balance (F) less Depreciation Amount (G). This amount is carried over to the next annual allocation report.
- i. Total Amount to be Allocated in this Annual Allocation Report - sum the amounts entered into the Depreciation Amount Column (G). Enter that sum on Attachment A, Line 6, Column C.

In the Attachment C example, the straight-line depreciation method was used for all equipment items. In the example, there are three capital equipment items, each purchased in a separate fiscal year and initially reported in a separate annual allocation period.

Entries for Items A - D are self-explanatory. In this example, Step D results in the entry of equipment purchased during this annual allocation period on Attachment A, Line 6, Column A.

The entry for Useful Life (E), may be somewhat difficult to determine.

The contractor's own experience should be used in setting the useful life. However, the contractor may rely on manufacturer estimates or specifications. If the manufacturer does not publish useful life figures, or a standard industry useful life has not been established, use the standard IRS depreciation tables for useful life.

The entries for the Beginning Balance (F) represent the remaining balance of depreciation at the beginning of the annual allocation period. The Gas Chromatograph has a purchase price of \$80,000 and a beginning balance of \$48,000. The gas chromatograph was purchased in FY 1987. The current annual allocation period is for FY 1989. There have been two annual allocation reports prior to this year. The difference between the purchase price and the beginning balance of \$32,000 represents the depreciation included in the two prior years' annual allocation reports. The same holds true for the mobile lab. The mobile lab was purchased in the prior annual allocation period. Therefore, the beginning balance represents the purchase price less one year's depreciation amount. The third item shown, Tractor, was purchased in this annual allocation period. The purchase price and the beginning balance are the same.

The Depreciation Amount (G) represents the Purchase Price (D) divided by the Useful Life (E). In this example, number of years were used. Also in this example, there is no proration of the depreciation amount for purchases made during the fiscal year. As an example, the Tractor was purchased in November 1988. It was used for eleven months of this annual allocation period. The depreciation for this annual allocation period is one-third of the total purchase price, or one of the three years' useful life, not 11/36 of the purchase price. If the contractor chooses to depreciate the equipment based upon the number of months available during the fiscal year, that is an acceptable practice. However, this example uses the full year basis.

The Ending Balance (H) represents the Beginning Balance (F) less Depreciation Amount (G). For the FY 1990 annual allocation report, this amount would be entered into the Beginning Balance column (F) for all equipment items depreciated during the FY 1990 annual allocation period.

Attachment C provides the total amount to be allocated for this annual allocation period in Step I. The amount is the sum of the amounts entered into the Depreciation Amount (G) column. Total the amounts entered in this column and enter the amount on Attachment A, Line 6, Column C.

This example shows the straight-line depreciation method for equipment depreciation. If the contractor has another acceptable accounting procedure for depreciation, that procedure can be used. The resulting schedule may appear in a different format than presented in the example. However, the basic information should still be presented.

J. Step 8 - Non-Site Activities

Note: If there are no non-site activities, please note this in Attachment A and proceed to the next step.

Non-site activities represent efforts and activities which either support

contractor site response actions or support the Superfund program as a whole. The non-site activities can be efforts generated by separate contractual instruments (Work Assignments, Technical Directive Documents, Delivery Orders, etc.) or general components of the general non-site portion of the contract.

Attachment D, Schedule of Non-Site Activities, is the schedule used to identify and list the activities by site-support activities or program-wide activities. In Step 4, these activities were identified. Activities should be grouped and listed by allocability type and area of applicability.

- a. Schedule Heading - complete the heading for this schedule by entering the fiscal year of the annual allocation, contractor name, and contract number.
- b. Determination of Allocability - enter the allocability determination for each identified activity as either site-support or program-wide.
- c. Area of Applicability - enter the sites, or grouping of sites, over which the costs will be allocated; i.e., Region 1 sites, all sites, or not allocable. For region specific contracts, all sites would be entered for site-support costs.
- d. Description of Activity - enter the description of the non-site activity. The description should provide for a complete description of the activity.
- e. Amount of Activity - enter the amount of the non-site activity.
- f. Amount to be Allocated This Annual Allocation Report - Sum the non-site activities by Area of Applicability (C) and by Determination of Allocability (B). For site-support activities, enter the amount on Attachment A, Line 7, Column A and Column C. For program-wide activities, enter the amount on Attachment A, Line 8, Column A and Column C.

In the Attachment D example, there are examples of the two types of non-site activities. First, there is \$55,000 of site-support costs. These site-support costs are further broken down into regional activities, \$25,000 of Region 1 site-support activity and \$30,000 of Region 2 site-support activity. These amounts are entered onto Attachment A, Line 7, Columns A and C, for each respective region. Second, there is a total of \$22,000 of program-wide activities and these costs are identified as not allocable. This amount is entered onto Attachment A, Line 8, Columns A and C.

K. Step 9 - Non-Superfund Costs

Certain Superfund response action contractors may perform efforts other than Superfund activities. These efforts are paid from other than the Superfund

appropriation. The annual allocation process deals with Superfund monies only as shown in the invoice listing. Unless the non-Superfund monies are greater than 5% of the total contract, do not include non-Superfund monies in this annual allocation report.

L. Step 10 - Summary of Amounts

Sum all of Attachment A, Column A and enter that total on Attachment A, Line 9, Column A. This amount should equal the amount identified in Step 1. If it does not, please re-check your figures. In the Attachment A example, this amount equals \$270,000.

Sum Attachment A, Column C and enter that total on Attachment A, Line 9, Column C. This is the universe of costs used in this annual allocation period, including site specific amounts, Pre-SSID amounts, and amounts eligible for allocation. In the Attachment A example, this amount equals \$268,000

With these final entries, the annual allocation process can begin. The next four steps provide an illustration of the annual allocation process for each of the allocable costs: program management, start-up costs, equipment, and site-support activities.

M. Step 11 - Allocation of Program Management Costs

Program management costs are allocated to all sites with and without EPA SSIDs, non-site activities, and other non-Superfund efforts. The allocation should be based upon a method which equitably reflects the benefits provided by the program management.

In this example, a modified cost base is used for the allocation of program management costs. Also, two types of Program Management costs are included in this example - National Program Management and Regional Program Management. All contracts may not have both types of program management, but this instruction document is designed for all types of contracts and may have examples or illustrations which do not apply.

Program management is allocated to the sites and activities based upon the percentage of the particular site or activity's costs to the total cost of all sites and activities. Please note that equipment is not included in the allocation base. Generally, equipment does not receive the same level of support that sites and other activities receive. Because the support provided would not reflect the causal/beneficial relationship, equipment is excluded.

An example is provided below on the allocation to an EPA SSID site. The allocation to other sites and activities is performed in the same manner.

Program Management Allocation

Formula:

$$\text{stackalign}\{\text{Progra\&m\&Management\#A\&mount}\}\sim\text{X}\sim\{\text{stackalign}\{\text{Site}\sim\backslash\text{o\&r}\sim\text{Activity\#A\&mount}\}\text{ over }\{\text{Allocation}\sim\text{Cost}\sim\text{Base}\}\}\sim\sim\sim\text{stackalign}\{\text{All\&ocable\#S\&hare}\}$$

Allocation of Costs:

$$\$25,000\sim\text{X}\sim\{\$16,000\}\text{ over }\{\$205,000\}\sim\sim\sim\$1,951$$

In the example shown above, the Program Management amount of \$25,000 is identified on Attachment A, Line 3, Column C. This is the amount to be allocated.

The site or activity amount, in this example the SSID amount for the Picillo Site (0101), equals \$16,000 - the amount shown in Attachment A, Line 1, Column C. This amount includes the \$15,000 of site costs plus the \$1,000 of pre-SSID costs reassigned to the site in Step 3.

The allocation cost base of \$205,000 (the total shown in Column C of \$268,000 less the \$25,000 of Program Management Costs and the \$38,000 of Equipment Costs) represents the sites and activities which receive a portion of allocated program management. The allocable share of \$1,951 is entered on Attachment A, Line 1, Column D for this site. Repeat this calculation for all other sites and activities. The allocable share for each site or activity is entered on Attachment A, Column D on the corresponding line. Enter a credit to the Program Management amount in the amount of \$25,000 on Attachment A, Line 3, Column D.

Allocation of Regional Program Management Costs

The allocation of regional program management costs is similar to the allocation of program management costs shown above, except it is on a regional level. The regional program management costs are allocated to all sites and activities in that region.

Regional Program Management Allocation

Formula:

```
stackalign {R&egional~~Program#M&anagement~~Amount}
~~X~~{Site~~\or~~Activity~~Amount} over
{Total~~Regional~~Cost~~Base}~~==~~stackalign{All&ocable#S&hare}
```

Allocation of Costs:

```
$11,220~~X~~{$17,951} over {$81,903}~~==~~$2,459
```

In the example shown above, the Region 1 Program Management amount of \$11,220 represents the sum of the Regional Program Management identified on Attachment A, Line 4, Column C of \$10,000 plus the \$1,220 allocable share of Program Management costs identified in Column D.

The site or activity amount, in this case the SSID amount for the Picillo Site (0101), equals \$17,951. The SSID amount includes the \$16,000 shown on Attachment A, Column C plus the allocable share of Program Management costs of \$1,951.

The total regional cost base of \$81,903 represents all sites and activities in Region 1. This amount includes the total amount of site costs both with SSIDs (\$17,951 for Picillo and \$29,171 for Fletchers Paint Mill) and

pre-SSIDs (\$6,732) and the Region 1 site-support costs (\$28,049), including any previous allocations of costs (Program Management Costs). If there were regional start-up costs, these amounts would also be included in the total regional cost base. In this example, start-up costs are considered contract-wide costs. Regional program management costs are allocated to region-specific costs only. From the calculation above, the allocable share for Site 0101 is \$2,459 and is entered on Attachment A, Line 1, Column E for this site. Repeat this calculation for all other sites and activities. The allocable share for each site or activity is entered on Attachment A, Column E on the corresponding line.

N. Step 12 - Allocation of Start-up Costs

The allocation of start-up costs proceeds in the same manner as program management costs. The start-up costs are allocated to all sites and activities which receive a benefit from the start-up costs.

In this example, start-up costs are allocated to all sites and activities, excluding equipment. The contractor may be able to identify start-up costs to specific sites, regions, equipment, or activities. If the contractor has kept records in such a manner, the start-up costs should be allocated in accordance with the benefits provided by the start-up costs. The example below provides the basis for allocating the start-up costs to all sites and activities, excluding equipment:

Start-up Cost Allocation

Formula:

$$\text{stackalign}\{\text{Start-up Cost}\} \times \{\text{Site or Activity Amount}\} \text{ over } \{\text{Allocation Cost Base}\} = \text{stackalign}\{\text{All Allocable Share}\}$$

Allocation of Costs:

$$\$5,610 \times \{\$20,410\} \text{ over } \{\$224,390\} = \$510$$

In the example shown above, the start-up cost amount of \$5,610 represents the sum of Columns C, D, and E, of Line 5 (\$5,000, \$610, and 0, respectively). The site or activity amount, in this example the SSID amount for the Picillo Site (0101), equals \$20,410 - the sum of the amounts shown in Columns C, D, and E, of Line 1 (\$16,000, \$1,951, and \$2,459, respectively). The Total Cost Base is \$224,390 which represents all costs from Column C of \$268,000 (because start-up costs are allocated to all sites and activities, excluding equipment) less the start-up cost amount of \$5,610 and equipment of \$38,000. The allocable share of \$510 for site 0101 is entered on Attachment A, Line 1, Column F for this site. Repeat this calculation for all other sites and activities. The allocable share for all sites and activities is entered on Attachment A, Column F on the corresponding line.

O. Step 13 - Allocation of Capital Equipment Costs

Capital equipment costs are allocated to those sites and activities which receive a benefit from the equipment. The preferred method of allocating capital equipment costs to sites and activities is on a direct usage basis; i.e., as capital equipment is used on each site or activity, those costs are captured and identified with that specific site or activity. This method would result in the most equitable cost accounting treatment of capital equipment costs. However, other allocation procedures may be used if they provide a sound cost accounting treatment of capital equipment costs. The allocation of capital equipment costs should be based upon a procedure which results in the equitable allocation of costs and is based upon information from the contractor's accounting system. For this example, the straight-line depreciation method is used.

Capital Equipment Cost Allocation

Formula:

$$\frac{\text{Capital Equipment Cost Amount}}{\text{Total Cost Base}} = \frac{\text{Site or Activity Amount}}{\text{All Allocable Share}}$$

Allocation of Costs:

$$\$38,000 \times \frac{\$20,920}{\$230,000} = \$3,456$$

In the example shown above, the capital equipment cost amount of \$38,000 represents the sum of the Capital Equipment line item, Columns C, D, E, and F (\$38,000, \$0, \$0, and \$0, respectively, because capital equipment does not receive any allocations). The site or activity amount, in this example the SSID amount for the Picillo Site (0101), equals \$20,920 - the sum of the amounts shown in Columns C, D, E, and F (\$16,000, \$1,951, \$2,459, and \$510, respectively). The Total Cost Base amount equals \$230,000 and represents all costs of \$268,000 (because in this example capital equipment costs are allocated to all sites and activities) less the capital equipment cost amount of \$38,000. The allocable share of \$3,456 for site 0101 is entered on Attachment A, Line 1, Column G for this site. Repeat this calculation for all other sites and activities. The allocable share for all sites and activities is entered on Attachment A, Column G on the corresponding line.

P. Step 14 - Allocation of Site-Support Costs

Site-support costs represent those activities which support site response actions in the aggregate, but by their nature cannot be accounted for on a site-specific basis. In this example, all site-support costs are region specific costs. Site-support costs may also be contract-wide costs, i.e., allocated to all sites on the contract. The allocation of site-support costs is shown below:

Site-Support Cost Allocation

Formula:

$$\text{stackalign}\{\text{S\&ite}\sim\text{Support\#C\&ost}\sim\text{Amount}\}\sim\text{X}\sim\{\text{Regional}\sim\text{Site}\sim\text{Amount}\} \text{ over } \{\text{Total}\sim\text{Regional}\sim\text{Cost}\sim\text{Base}\}\sim=\text{stackalign}\{\sim\text{All\&ocable\#S\&hare}\}$$

Allocation of Costs:

$$\$38,089\sim\text{X}\sim\{\$24,376\} \text{ over } \{\$73,130\}\sim=\sim\$12,696$$

In the example shown above, the Region 1 site-support cost amount of \$38,089 represents the sum of the Site-Support line item, Columns C, D, E, F, and G (\$25,000, \$3,049, \$3,842, \$797, and \$5,401 respectively).

The Regional Site Amount, in this example the SSID amount for the Picillo Site, 0101, equals \$24,376 - the sum of the amounts shown in Columns C, D, E, F, and G (\$16,000, \$1,951, \$2,459, \$510, and \$3,456, respectively).

The Total Regional Cost Amount is \$73,130 and represents all Region 1 site costs - sites with EPA SSIDs (\$24,376 for Picillo and \$39,613 for Fletchers Paint Mill) and Pre-SSID costs (\$9,141), including any allocations incorporated in Columns D, E, F, and G. The allocable share of \$12,696 for site 0101 is entered on Attachment A, Line 1, Column H for this site. Repeat this calculation for all Region 1 sites and activities. The allocable share for other sites is entered on Attachment A, Column H on the corresponding line. Repeat these same calculations for Region 2 until all site-support costs are allocated to sites.

Q. Step 15 - Completion of Master Allocation Schedule

The purpose of this step is to complete Attachment A, Master Allocation Schedule by summarizing the allocation. Attachment A is completed by adding the amounts entered in Columns D, E, F, G, and H for each site and activity and entering the sum in Column I. These amounts represent each site's and activity's total share of allocated costs. The Column I site totals are then forwarded to the Summary Allocation Schedule.

All amounts shown on Attachment A, Master Allocation Schedule, are whole dollars. EPA prefers the amounts shown in this format. Because the amounts are shown in whole dollars and there are numerous calculations, some rounding differences will occur. The rounding difference can be shown as a separate line item, or, as in this example, is simply incorporated into the schedule.

R. Step 16 - Summary of Allocated Amounts

The purpose of this step is to summarize the amounts allocated to site response effort (Sites with EPA SSIDs and Pre-SSID Costs) on the Summary of Allocation. The allocated amounts represent the entries in Columns D through H on the Master Allocation Schedule.

The Summary of Allocation should be completed as follows:

1. Identify sites by region

SSID - the unique site/spill identifier number consisting of a two-digit region code (representing EPA regions 01 - 10), and a two-digit site/spill number which is assigned by EPA.

Site Name - the first twelve letters of the site name as it appears on EPA's SSID list.

State - the two-letter State abbreviation.

2. Within the region, list the Sites with EPA SSIDs - numbers first, then letters
3. After the identification of the Sites with EPA SSIDs, enter the Pre-SSID 'ZZ' line item
4. Enter the summary amount of allocated dollars by site from Column I on the Master Allocation Schedule onto the Summary of Allocation

The contractor shall submit the Summary of Allocation report on a 5 ¼ inch or a 3 ½ inch DOS computer disk in a Lotus 1-2-3 or ASCII format. The Allocation Schedule should be triple spaced. Two hard copies of the report should accompany the diskette submission.